

When Recorded send to:

Canyon Woods HOA  
1660 Monroe Blvd.  
Ogden, UT 84404



\*W2618887\*

E# 2618887 PG 1 OF 16  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
04-FEB-13 442 PM FEE \$96.00 DEP TDT  
REC FOR: CANYON WOODS HOA

**BYLAWS  
OF  
CANYON WOODS HOMEOWNERS ASSOCIATION, INC.  
[As amended October 29, 2012]**

The following are adopted by the Management Committee of the Canyon Woods Homeowners Association as the administrative Bylaws of the Canyon Woods Homeowners Association, Inc. pursuant to Utah Code § 16-6a-206.

13-217-0001 thru 0029  
13-229-0001 thru 0030

**ARTICLE I  
PLAN OF OWNERSHIP**

1. Project. The Project is on property located in Weber County, Utah, legally described as:  
Boundary Description – Part of the Southeast Quarter of section 21, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

*Phase I* Beginning at a point 626.68 feet North 89°57'00" East, South 00°58'00" West 510.74 feet from the intersection of 16<sup>th</sup> Street and Fowler Ave., and running thence South 00°58'00" West 50.00 feet; thence North 89°57'00" East 86.51 feet; thence South 00°58'00" West 342.01 feet; thence South 76°40'00" West 100.91 feet; thence North 79°48'00" West 234.51 feet; thence South 88°21'17" West 80.03 feet; thence North 26°14'15" West 20.42 feet; thence North 79°48'00" West 34.98 feet; thence North 00°58'00" East 24.00 feet to the East R.O.W. line of Monroe Boulevard; thence 484.54 feet along the arc of 842.45 foot curve to the left with central angle of 32°57'16" (L.C.=North 41°54'50" East 477.89 feet) along said East R.O.W. line; thence South 61°56'10" East 59.96 feet to the point of beginning. Contains 2.64 acres.

*Phase II* Commencing at the Southeast corner of said property, which point lies North 89°08'00" West along the section line 787.58 feet and North 623.15 feet from the Southeast corner of said section 21; thence along the North line of the Ogden City property the following two (2) courses: (1) North 79°48'00" West 320.00 feet, and (2) South 76°40'00" West 48.93 feet to the East line of Canyon Woods Condominiums Phase I; thence North 00°58'00" East along said East line 529.52 feet to the South line of Riverview Townhouses P.R.U.D.; thence East along said South line 391.49 feet to the West line of the Dan K. Cutruba property; thence South 05°15'34" West along said West line 376.24 feet to the point of beginning. Contains 2.98 acres.

Legal Description of Property:  
Canyon Woods Homeowners Association, Inc, Units 1 through 57.

Tax Identification Numbers:

13-217-0001 through 13-217-0028 and 13-229-0001 through 13-229-0029.

The project is known as Canyon Woods Homeowners Association and is located at 1660 Monroe Blvd in Ogden City, Weber County, State of Utah. The project may also include the additional land as described in Article I, Paragraph 2, of the Declaration of Canyon Woods Condominiums recorded in that county as well as described in Article 1, Paragraph 2, of the Supplemental Declaration of Canyon Woods Condominiums. Said Property is hereby submitted to the provisions of Utah Code Annotated Section 57-8-1 et seq. (1953).

2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Project. (The term "Project" as herein used shall include the land.)

3. Personal Application. All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner are subject to the regulation set forth in these Bylaws.

The mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted, ratified, and will be complied with.

## ARTICLE II VOTING, QUORUM, PROXIES

1. Voting. Voting shall be on a percentage basis as to the percentage each Unit Owner owns compared to the total number of units.

2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners holding fifty-one percent (51%) of the votes in accordance with the percentage assigned in the Declaration shall constitute a quorum of Unit Owners.

3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## ARTICLE III ADMINISTRATION

1. Association Responsibilities. The Owners of the Units will constitute the Canyon Woods Condominiums Association, hereinafter referred to as the Association, who will have the responsibility of approving the annual budget and special assessments as presented by the Management Committee as set forth in the Declaration and in these Bylaws, and electing the Members of the Management Committee who will administer the Project, establish and collect monthly assessments and arrange for the operation, maintenance and management of the Project on behalf of the Association.

2. Place of Meetings. Meetings of the Association shall be held at such suitable places convenient to the Owners as may be designated by the Management Committee.

3. Annual Meetings. Biannual meetings shall be held on the second Tuesday of April and the second Tuesday of October each year. The Management Committee may adjust the day of the meeting as needed. Annual election of a Management Committee shall take place during the meeting scheduled for October.

4. Special Meetings. It shall be the duty of the President to call special meetings of the Owners as directed by resolution of the Management Committee or on petition signed by at least thirty-three percent (33%) of the Owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 4/5 of the Owners present, either in person or by proxy.

5. Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time, by a majority of the Members but at least two (2) such meeting shall be held during each fiscal year.

6. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner on record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of or personal delivery of notice in the manner provided in this section shall be considered served.

7. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended the meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting, however, the rescheduled meeting will allow the Management Committee or any other Owner or group of Owners to re-notice the rescheduled meeting so that more Owners can be present at the rescheduled meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions

8. Order of Business. The order of business at all Association meetings shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of Officers
- (e) Report of Committee

- (f) Election of Inspectors of Election
- (g) Election of Management Committee Members
- (h) Unfinished business
- (i) New business

9. Project Documents. The Association shall maintain and have available current copies of the Declaration, Bylaws and Rules and Regulations concerning the Project as well as its own books, records and financial statements available for inspection by Unit owners, or by holders, insurers, and guarantors of first mortgages that are secured by Units in the Project. These documents will be available during normal business hours.

10. Availability of Financial Statements. The Associations shall make a financial statement for the preceding fiscal year available to the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Project on submission of a request for it. Such financial statements shall be available within 120 days of the Association's fiscal year end.

#### **ARTICLE IV**

#### **MANAGEMENT COMMITTEE**

1. Status and General Authority of Committee. The Association's affairs shall be governed by a Management Committee. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have the powers and duties necessary for the administration of Association's affairs and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners. The Management Committee shall have, and is hereby granted, the following general authority and powers:

(a) The authority with the consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas.

(b) The authority to execute and record, on behalf of all Unit owners, any amendments to the Declaration or the Map which have been approved by the vote or consent necessary to authorize such amendment.

(c) The power to sue and be sued.

(d) The authority to enter into contracts relating to Common Area and other matters over which it has jurisdiction.

(e) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained.

(f) The authority to promulgate such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Committee in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit owners.

(g) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Association, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority, shall be conclusive in favor of any person who in good and for value relies upon said instrument.

2. Other Duties. In addition to duties imposed by these Bylaws, or by resolution of the Association, the Management Committee shall be responsible for the following:

(a) The care, upkeep and surveillance of the Project Common Area and Facilities. The Management Committee shall provide maintenance and repairs upon all Common Areas and Facilities including, but not limited to the following: roads, retaining walls, fences, sewer mains, water mains, snow removal and landscaping, including all trees, shrubs, grass, streams, ponds, or other watercourses, etc., as exist upon the Common Areas. The Management Committee shall provide exterior maintenance for each Building in the Project including the following: paint, repair, replacement and care of decks, roofs, gutters, downspouts and exterior Building surfaces. Such exterior maintenance shall not include glass windows for Units.

(b) Collection of monthly assessments for the Owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common Areas and Facilities and the Limited Common Areas and Facilities.

3. Composition of Committee, Election, Vacancy. The Management Committee shall be composed of seven (7) members with all Committee members elected for a one-year term. Members shall serve on the Committee until their successor is elected. Only Unit Owners or spouses of Unit Owners shall be eligible for Committee Membership.

At the annual meeting of the Association, each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates or Committee memberships as there are seats of the Committee to be filled; provided, however, that any

Owner who is more than 30 days delinquent in payment of the annual Assessment shall waive their right to vote, and his percentage of undivided ownership will not be included in election.

4. Removal of Committee Members. At any regular or special meeting of the Association duly called, any one or more of the Members may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any committee Member whose removal had been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5. Right of Delegation to Manager. The Management Committee may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

6. Payment of Services, Etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project. The Management Committee may obtain and pay for the operation of the Project or the enforcement of this Declaration. It is recognized that the Committee may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project, whether such personnel are furnished or employed directly by the Management Committee.

7. Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and the benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportions as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property with out any reference thereto, and such beneficial interest may in no event be reserved, by the transferor of a Unit. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure.

8. Rules and Regulations. The Management Committee may make reasonable Rules and Regulations governing the operation and use of the Common Area and governing any other matters over which the Management Committee has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in the Declarations and the Bylaws. The Rules and Regulations may be updated as necessary by the Management Committee with the approval of at least four out of seven

(4 of 7) Committee members. The Management Committee may suspend any Owner's voting right at the meeting of Unit Owners during any period or such periods during which such Owner fails to comply with such Rules and Regulations, or with any other obligation of such Owners under this declaration. The Management Committee may also issue fines to any Owner or take judicial action against any Owner to enforce compliance with such Rules and Regulations or other obligation or to obtain damages for noncompliance, all to the extent provided by law. Fines resulting from non-compliance with the Rules and Regulations due to willful or negligent acts of an Owner, Owner's tenant, Owner's tenant's guests or invitees, or guests or invitees of an Owner, shall be added to and become a part of the assessment to which such Owner's Unit is subject

9. Capital Improvements. There shall be no structural alterations, capital additions to or capital improvements of the Common Areas requiring expenditures in excess of \$10,000.00 without the prior approval of the Unit Owners holding a majority of the voting power.

10. Extended Rights. The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or by law.

11. Organization Meeting. The First meeting of the newly elected Management Committee shall be held within fourteen (14) days of election of said Committee at the first annual meeting of the Association or at succeeding annual meetings of the Association at such place as shall be fixed by the Members at the meeting at which such Committee Members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such a meeting, provided a majority of the whole Committee shall be present.

12. Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time, by a majority of the Management Committee members but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Management Committee shall be given to each member, delivered personally, by mail, telephone or door notice at least three (3) days prior to the day named for such meeting.

13. Special Meetings. Special Meetings of the Management Committee may be called by the President on three (3) days notice to each Member, delivered personally, by mail, telephone or door notice, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Management Committee shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Committee Members.

14. Waiver of Notice. Before or at any meeting of the Management Committee any member may, in writing, waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Committee shall be a waiver of notice by him of the time and place

thereof. If all Committee Members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

15. Management Committee's Quorum. At all meetings of the Management Committee a majority of the members shall constitute a quorum for the transaction of business and the acts of the quorum shall be the acts of the Management Committee.

16. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the unit Owners against all costs, expenses and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

## **ARTICLE V**

### **OFFICERS**

1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Management Committee. The Committee Members may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary. The office of Treasurer and Secretary may be filled by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each new Committee and shall hold office at the pleasure of the Committee.

3. Removal of Officers. On an affirmative vote of a majority of the Members of the Management Committee, any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Management Committee or at any special meeting of the Committee called for such purpose. No Member may serve on the Management Committee who is delinquent in payment of the annual Assessment. A delinquent Member will be removed from the Management Committee upon reaching 30 days of delinquency.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Management Committee shall appoint some other Member of the Committee to do so on an interim basis. The Vice President



shall perform such other duties as shall from time to time be imposed on him by the Management Committee.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Management Committee may direct; and he shall, in general, perform all duties incident to the office of Secretary.

7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and other valuable effects in the name, and to credit of, the Association, in such depositories as may from time to time be designated by the Management Committee.

## **ARTICLE VI OBLIGATIONS OF OWNERS**

1. Assessment. All Owners are obligated to pay annual assessments imposed by the Management Committee to meet all Project Common Expenses. Such assessments shall be fixed, established and collected from time to time in the manner provided herein. Assessments shall be subject to change.

(a) Basis of Assessments. The total annual assessments against all units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the common properties, which estimates may include among other things, expenses of management; funds for working capital fund and reserve; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water and sewer expenses; repair, replacement and maintenance of the Common Areas and a reserve therefore; wages for employees of the Committee; legal and accounting fees; any deficit remaining from a previous period; and any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

(b) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their undivided interest in the Common Areas assessable by the Management Committee provided, provided, however, that the Management Committee may assess certain units for a greater proportion based on reasonably related costs to provide services specific to

these units in accordance with these Bylaws. Reasons for such greater proportion may include, but is not limited to, assessments to provide for utility services, the increased cost for services of rental units, and different needs for landscaping, maintenance, and infrastructure improvements.

(c) Method, Payment of Assessments, Etc. Assessments shall be figured on an annual basis. In the event that an assessment increase is needed, effective at any point in the year as decided by the Management Committee, the Committee shall give written notice to each Owner as to any increase in the amount of assessments with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the effective date of the assessment increase. Each annual assessment shall be due and payable in monthly installments. Each monthly installment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Such monthly installment becomes payable upon the date the Unit Owner purchased, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

(d) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of Section 9 of Article IV above, payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in the Declaration and these Bylaws. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof. Any amount assessed pursuant thereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis as set forth in Subparagraph (c) above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(e) Working Capital Fund. The Management Committee shall establish a working capital fund to meet unforeseen or foreseen future expenditures or to purchase any additional equipment or services.

(f) Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided

herein, shall be secured by a lien on such Unit in favor of the Management Committee. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (1) governmental assessment authority; and
- (2) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

All other lienors acquiring liens on any Unit after the Declaration and these Bylaws shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instrument creating such liens.

To evidence a lien for sums assessed pursuant to this section, the Management Committee may prepare written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Weber County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management Committee in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceedings, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(g) Release of Lien. A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Weber County, State of Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(h) Payment by Encumbrancer. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts

secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

The Management Committee may report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due; provided however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(i) Personal Obligation Assessments. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Management Committee. Suit to recover a money judgment for such personal obligation shall be maintained by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

(j) Information Concerning Unpaid Assessments. Upon payment of a reasonable fee and upon written request of any Owner, mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; and credit for advance payments of prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon such Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of the mortgage which became due prior to the date of making such request shall not be subordinate to the lien of the mortgagee which acquired its interest subsequent to requesting such statement.

(k) Purchaser's Obligation. A purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(l) Collection by the Committee. It is recognized that the Committee will maintain the Common Areas of the Project, except as otherwise stated herein. It is further recognized that the Committee is authorized to levy assessments for the purposes of performing functions it is authorized to perform within the Project. With respect to the Units in the Project, the Committee shall be authorized to collect from the Unit

Owners and enforce liability for the payment of assessments levied pursuant to the Declaration and these Bylaws. Notwithstanding any provision of the Declaration or the Bylaws to the contrary, any proceeding, suit or action as may be deemed necessary to recover a money judgment respecting any assessments levied or fixed by the Management Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee.

2. Utilities. Each Unit Owner shall pay his or her own utility costs which are individually metered in the Project.

3. Maintenance and Repair.

(a) Each Unit Owner is responsible for the interior maintenance of his Unit. Each Owner at his own cost and expense shall maintain, repair, paint, repaint, tile, wax, paper or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors and windows and doors forming the boundaries of his Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range or other appliances or fixtures that may be in or connected with his Unit. Every Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Unit, such as water, light, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps and all other accessories belonging to a Unit shall be at the Owner's expense.

(c) In the event that an Owner of any Unit in the Condominium Project shall fail to maintain his Unit in a manner satisfactory to the Association, the Management Committee, after approval by fifty-one percent (51%) vote of the Association, shall have the right, through its agents and employees to enter the said Unit and repair, maintain and restore the Unit. The cost of such maintenance shall be added to and become a part of the assessment to which such Unit is subject.

(d) In the event that the need for maintenance or repair of the Common Areas and Facilities is caused through the willful or negligent acts of an Owner, Owner's tenant, Owner's tenant's guests or invitees, or

guests or invitees of an Owner, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Unit is subject; provided, however, that no such fees shall be assessed until the Management Committee has given notice to such Owner of its intent to make such an assessment and gives the Owner an opportunity to be heard by the Management Committee with respect to any defenses to such assessment.

4. Changes to Individual Units. An Owner shall not make structural modification or alteration in or to the outside of his Unit or installations located therein or cause to be placed or erected on the Common Areas any out-buildings.

5. Use of the Common Areas and Facilities.

(a) The Common Areas may be scheduled with the President of the Management Committee for use by guests for purposes such as family reunions, etc. All such use by guests must be scheduled with the President. During times when the Common Areas are not scheduled they are available to Members of the Association on a first come first served basis.

(b) Owners and guests using the Common Areas are responsible for cleaning up any litter as a result of such use.

6. Right of Entry

(a) An Owner shall grant the right of entry to the Management Committee or to any other person authorized by the Management Committee in case of emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of installing, altering, or repairing mechanical or electrical services, provided that the requests for such entry are made in advance and such entry is at a time convenient to the Owner. In case of emergency, such rights of entry shall be made immediate.

7. Rules of Conduct. Owners, residents, tenants, and guests of Canyon Woods must comply with a separate document entitled 'Rules and Regulations' as promulgated and regulated by the Management Committee.

8. Right of Action. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners who fail to comply with the provisions of the Declaration, Bylaws, or rules and regulations adopted by the Management Committee, or with decisions of the Association. Unit Owners shall have a similar right of action against the Association.

9. **Declarant.** Except as otherwise provided herein or in the Declaration, when there are unsold Units in the Project, the Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

#### **ARTICLE VII** **RENTAL UNITS**

1. **Allowance of Rental Units.** The total percentage of units in Canyon Woods that may be used as non-owner occupied of any type (traditional rental, lease to own, etc) shall be a maximum of 35%. No unit shall be used as a rental property without permission from the Management Committee, which will base the decision on the current rental percentage. A rental waiting list is to be kept current by the Management Committee. Any owner who is renting will retain the "right to rent" until the owner uses the home for a purpose other than renting, if the property is sold (i.e. the title to the property changes names), or if the owner falls more than 60 days behind on payment of HOA fees; at which point permission to rent is revoked, and the unit shall be restricted to owner occupancy.

#### **ARTICLE VIII** **MORTGAGES**

1. **Notice to the Management Committee.** An Owner who mortgages his Unit must notify the Management Committee of the name and address of his mortgage and the Management Committee shall maintain such information in a book entitled "Mortgagees of Units."

#### **ARTICLE IX** **COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

These Bylaws are set forth to comply with the requirements of the Utah Code Annotated. In case there is any conflict between these Bylaws and the Utah Code Annotated, the Provisions of the Utah Code Annotated will supersede and apply. Likewise, in the case of any conflict between these Bylaws and the Declaration, the Declaration shall supersede and apply.

1. **Severability.** If any provisions of these Bylaws or any section, sentence, clause, or phrase therein, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

2. **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or

failures to enforce the same.

3. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

4. Construction. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.

5. Previous Versions. The adoption and recordation of these Bylaws hereby repeals and supersedes any previous recorded version.

6. Effective. These Bylaws shall be effective upon their adoption by the Board.

Dated and signed the 7<sup>th</sup> day of January, 2013

[Signature]  
Charles Ewert - President

[Signature]  
Terri Ballard - Vice President

[Signature]  
Joanne Vandestreek - Treasurer

[Signature]  
Jennifer Garrett - Secretary

STATE OF UTAH            )  
  ) SS.  
COUNTY OF WEBER        )

On the 7<sup>th</sup> day of January, 2013, personally appeared before me Charles Ewert, Terri Ballard, Joanne Vandestreek, and Jennifer Garrett, who by me being duly sworn, did duly acknowledge to me that they executed the same.

[Signature]  
NOTARY PUBLIC

