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Leann H. Kilts, WEBER COUNTY RECORDER
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ELECTRONICALLY RECORDED

AMENDED AND RESTATED

DECLARATION

FOR

MEADOW BROOK PUD

HOMEOWNERS ASSOCIATION

APRIL 2015

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**AMENDED AND RESTATED DECLARATION
FOR
MEADOW BROOK PUD
HOMEOWNERS ASSOCIATION**

This Amended and Restated Declaration For Meadow Brook PUD Homeowners Association ("Restated Declaration"), is made and executed by and between the owners of lots in a subdivision known as Meadow Brook Condominium ("Meadow Brook") on the date shown below after being voted on and approved by the owners of lots in accordance with the governing documents of Meadow Brook. The Owners of Lots within Meadow Brook shall collectively be referred to hereinafter as the "Lot Owners" and the Meadow Brook PUD Homeowners Association, a Utah nonprofit corporation, shall herein be referred to as the "Association".

RECITALS

- A. Meadow Brook was created upon the recording of the "Enabling Declaration for Meadow Brook," ("Enabling Declaration") on or about June 26, 1986, as Entry No. 973407, in Book 1493, beginning on page 1226, in the Office of the Weber County Recorder, along with the accompanying plat map.
- B. The Enabling Declaration was amended by the "Amendment of Declaration of Covenants, Conditions, Easements and Restrictions of Meadow Brook Condominium" on July 12, 1988, as Entry No. 1051768, in Book 1543, beginning on page 794, in the Office of the Weber County Recorder.
- C. The "Bylaws of Meadow Brook Homeowner's Association" were adopted and recorded in the Office of the Weber County Recorder on August 19, 1998, as Entry No. 1567684, in Book 1949, beginning on page 1757.
- D. The Enabling Declaration was amended by the "Meadow Brook Condominium Association Amendment to the Declaration" recorded on July 13, 2006, as Entry No. 2193331, in the Office of the Weber County Recorder.
- E. The Enabling Declaration was amended by the "Amended and Restated Declaration of Meadow Brook Condominium" recorded on January 15, 2009, as Entry No. 2385094, in the Office of the Weber County Recorder.
- F. When the Enabling Declaration was filed to create Meadow Brook, the subdivision was incorrectly characterized as a condominium subject to the Condominium Ownership Act ("Act"). Meadow Brook was also incorrectly characterized and

referred to as a condominium on the Association's Plat Maps. While the Association was called a condominium, Meadow Brook PUD was not properly or legally formed as a condominium since no Record of Survey Map was ever created or filed as required by UCA §57-8-13. Additionally, only lots were created within Meadow Brook PUD and lot owners each individually own a real property interest in lots as shown on the Plat Maps recorded in connection with each phase of the development. Even the definition of a unit as set forth in the Enabling Declaration defines a "unit" as "one of the lots." Meadow Brook PUD has never acted like a condominium in that it has never maintained, repaired, replaced or insured any of the residential dwellings within the subdivision. One of the main purposes of this Restated Declaration is to definitively state that Meadow Brook PUD is not a condominium project and therefore not subject to the Utah Condominium Ownership Act. Because Meadow Brook PUD has never complied with the provisions of the Act, Meadow Brook is a PUD and subject only to the provision of the Community Association Act, UCA §57-8a-101 et al. Because Meadow Brook PUD contains private streets and additional Common Area, the Association shall continue to function and maintain the private streets and Common Area in all respects as it has in the past. This Restated Declaration is not intended to amend or modify any of the maintenance responsibilities and duties belonging to the Association and Lot Owners as set forth in the Governing Documents, but is being enacted to conclusively state that Meadow Brook PUD is not a condominium project.

- G. Each Lot Owner holds a fee title interest their respective Lot more particularly described in Exhibit "A", attached, and includes the Common Area that is appurtenant to each Lot as shown on the Plat Map for Meadow Brook, as recorded in the office of the County Recorder for Weber County, State of Utah.
- H. By this Restated Declaration the Lot Owners intend to continue the common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the property and the interests therein conveyed as Lots.
- I. The purpose and intent of this Restated Declaration is to restate, replace and amend the Enabling Declaration, as well as any amendments thereto, and the Association Bylaws, which shall collectively be referred to herein as the "Governing Documents", and to subject all Lots and Lot Owners within Meadow Brook PUD to the covenants, conditions and restrictions as set forth in this Restated Declaration.
- J. Meadow Brook PUD consists of 143 Lots and the Common Areas in accordance with plans and drawings set forth in the Plat Maps.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Enabling Declaration and the Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration be the sole set of restrictive covenants governing Meadow Brook PUD and the Association. Regardless of any language herein to the contrary, the following are not renounced,

rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation of Meadow Brook PUD Homeowners Association Inc., a Utah nonprofit corporation, and the Articles of Incorporation on file with the State of Utah; and, any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify or impair the legal status of the Project.

It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association and all Lot Owners and of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above Recitals are hereby approved and accepted as being accurate and shall constitute part of this Restated Declaration.

ARTICLE I DEFINITIONS

When used in this Restated Declaration (including in that portion hereof headed "Recitals") and the Bylaws, the following terms shall have the meaning indicated.

- 1.1 **"Association"** shall mean and refer to Meadow Brook PUD Homeowners Association, a Utah nonprofit corporation.
- 1.2 **"Building"** shall mean and refer to the residential structure located on a Lot in the Project.
- 1.3 **"Bylaws"** shall mean and refer to the Bylaws of the Association attached hereto as Exhibit "B" as amended from time to time. The Bylaws are also being amended in conjunction with the adoption of this Restated Declaration. By adopting this Restated Declaration, the Bylaws, as amended, are also approved and adopted by the Members of the Association.
- 1.4 **"Common Expenses"** shall mean and refer to all sums which may be lawfully expended on behalf of all the Lot Owners and assessed against the Lot Owners in accordance with this Restated Declaration and such other agreements, bylaws, rules and regulations as the Owners or Management Committee from time to time may make and adopt.
- 1.5 **"Common Area" or "Common Areas and Facilities"** shall mean and refer to:
 - a. All portions of the real property described in the Plat Maps which are not contained within the Lots or parcels as described in the Plat Maps, including the private streets that have not been dedicated to public use.
 - b. All installations for and equipment connected with the furnishing of Project utility

- services such as electricity, gas, water, and sewer.
- c. All apparatus, installations, and facilities included within the Project and existing for common use;
 - d. All other parts of the Project normally in common use or necessary or convenient for its use, existence, maintenance, safety, or management.
- 1.6 **“Lot”** shall mean and refer to the separate parcel of residential real property, privately owned by a Lot Owner and which is identified on the Plat Map created for the construction of a Building. The term **“Lot”** does not include any Common Area.
- 1.7 **“Management Committee”** or **“Board”** shall mean and refer to the governing board of the Association which shall be elected in accordance with the Restated Declaration and Bylaws of the Association.
- 1.8 **“Manager”** shall mean and refer to the person, persons, corporation or institution selected by the Management Committee to manage the Project, who shall be subject to the control of the Management Committee.
- 1.9 **“Member”** shall mean and refer to every person who holds membership in the Association, and shall include the legal title Owner of each Lot.
- 1.10 **“Mortgage”** shall mean and refer to any mortgage, deed of trust, or other security instrument by which a Lot is encumbered.
- 1.11 **“Mortgagee”** shall mean and refer to any person named as the mortgagee or beneficiary of any mortgage under which the interest of any Lot Owner is encumbered.
- 1.12 **“Owner”** or **“Lot Owner”** shall mean and refer to the person or persons owning in fee simple a Lot or Unit in the Project, as such ownership is shown by the records of the County Recorder of Weber County, State of Utah. The term **“Owner”** shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Lot pursuant to a judicial or non-judicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record).
- 1.13 **“Plat”** or **“Plat Map”** shall mean and refer to the map for the various phases of Meadow Brook Condominium as recorded in the office of the County Recorder of Weber County, Utah, and all amendments thereto, including the Phase 1 Map dated the 8th day of August, 1986, the Phase 2 Map dated the 25th day of April, 1988, and the Phase 3 Map dated the 28th day of February, 1995. Each map consists of one sheet was prepared and certified by John Reeves, a duly registered Utah Land surveyor.
- 1.14 **“Property”** shall mean and refer to the entire tract of real property now or hereafter covered by the Plats for all phases of Meadow Brook. A description of the real property covered by

the Plat on the effective date of this Restated Declaration is set forth in Exhibit "A" to this Restated Declaration and includes all Common Areas.

- 1.15 **"Project"** shall mean and refer to the entire tract of real property covered by the Plats for all phases of Meadow Brook as created by the Enabling Declaration and governed by this Restated Declaration and the Bylaws.
- 1.16 **"Restated Declaration"** shall mean this Restated Declaration.
- 1.17 **"Unit"** shall mean and refer to the real property interest set forth in the records of Weber County for Lots within Meadow Brook PUD and shall be equivalent to a parcel as shown on the Map.

ARTICLE II THE ASSOCIATION

- 2.1 **Membership.** Each Owner shall be a Member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by such Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of such Lot shall automatically constitute a devise, encumbrance, conveyance or other disposition of the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association and membership in the Association may not be transferred except to connection with the transfer of a Lot. The Association shall make available to the Owners, Mortgagees and the holders, insurers and guarantors of the First Mortgage on any Lot current copies of this Restated Declaration, Bylaws and other rules governing the Project and other books, records and financial statements of the Association. The term "available" as used in this Article 2.1 shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.
- 2.2 **Votes.** The Association shall have one class of voting membership. Each Lot shall be entitled to one vote on any given matter, regardless of the number of Members owing an interest in such Lot. The Members owning a particular Lot are authorized to cast the vote attributable to the Lot. The Board may suspend the voting rights of Members for a particular Lot if the Members are in violation of the Restated Declaration.
- 2.3 **Description of Improvements.** The improvements included in the Project are described on the Map.

- 2.4 **Covenants to Run with Land.** This Restated Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land and shall inure to the benefit of and shall be binding upon all subsequent Owners of all or any part of the Project, and upon their grantees, successors, heirs, executors, administrators, devisees and/or assigns.
- 2.5 **Lots.** The Project includes 143 Lots as more particularly described on the Map. Said Lots, together with their appurtenant interests in the Common Areas and Facilities, shall constitute separate freehold states. The Project and every part hereof is held and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied or otherwise affected in any manner subject to the provisions of this Restated Declaration
- 2.6 **Common Areas and Facilities.** The Common Areas and Facilities of the Project, as herein above defined and as shown on the Map, are hereby set aside for the use and benefit of the respective Lot Owners. Subject to the limits contained in this Restated Declaration, any Lot Owner shall have the non-exclusive right to use the Common Areas and Facilities. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature.

In the event any portion of the Common Area and Facilities encroaches upon any of the Lots, a valid easement shall exist for such encroachment, and for the maintenance of the same, so long as such encroachment exists. In the event the Project is partially or totally destroyed, and then rebuilt substantially as originally constructed, minor encroachments shall be permitted, as required, upon the Lots, and easements for such encroachments and or the maintenance of same, shall exist from and after the time reconstruction is accomplished.

- 2.7 **Condition, Maintenance and Use of Lots.** Each Lot shall be maintained so as not to affect adversely the value or use of any other Lot. Neither the Association or the Management Committee shall have an obligation regarding maintenance or care of Lots.
- 2.8 **Single Family Dwellings.** Inasmuch as Meadow Brook PUD is a high density residential community where many people live in close proximity to each other, each Lot and Lot in Meadow Brook PUD shall be used as a Single Family residence and for no other purpose. As used herein, the term "single family" shall mean:
- a. A single person;
 - b. Two or more natural persons who are married or are related by blood or adoption, and their children; or
 - c. Not more than three persons who are neither married or related by blood or adoption who maintain a common household in a residence on a Lot.

In addition to the above categories, one servant, one student and one temporary guest may also occupy a Lot. A Single Family may also include wards and conservatees of one or more person making up one of the above categories.

- 2.9 **Condominium Clarification.** As set forth in the Recitals, when the Enabling Declaration and Plat Maps for Meadow Brook PUD were originally filed, the Association was incorrectly characterized as the "Meadow Brook Condominium". Because each Lot Owner owns the land on which their residential dwelling is constructed, Meadow Brook PUD has never acted like a condominium and was not properly formed as a condominium. This Restated Declaration hereby clarifies that Meadow Brook PUD is not a condominium project and, therefore, not subject to the Utah Condominium Act. The name of the Association shall hereafter be Meadow Brook PUD Homeowners Association.

ARTICLE III MANAGEMENT COMMITTEE

- 3.1 **Management Committee.** The Project, including the Common Areas and Facilities, shall be managed, operated and maintained by the Management Committee as agent for the Meadow Brook PUD Owners, in accordance with the terms, conditions and provisions of this Restated Declaration, and all other agreements and determinations, lawfully made and/or entered into by the Owners and the Management Committee respecting the Project.
- 3.2 **Status and Authority of Management Committee.** The Management Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (i) below, constitute a legal entity capable of dealing in its Management Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:
- a. The authority, without the vote or consent of the Lot 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 and Facilities.
 - b. The authority to execute and record, on behalf of all the Lot Owners, any amendment to this Restated Declaration which has 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 which in any way concern the Project, so long as any vote or consent of the Lot Owners necessitated by the subject matter of the agreement has been obtained.
 - e. The power and authority to purchase, otherwise acquire, and accept title to any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
 - f. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

- g. The power and authority to add any interest in real property obtained pursuant to subparagraph (f) above to the Project, so long as such action has been authorized by the necessary vote or consent.
- h. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interest of the Lot Owners.
- i. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Lot Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Management Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

- 3.3 Composition of Management Committee.** The Management Committee shall be composed of three members. Each Management Committee Member shall be elected for two-year terms, with two members being elected one year and one member being elected the next year. Only Lot Owners and officers and agents of Owners other than individuals shall be eligible for Management Committee membership. At the annual meeting, the percentage of undivided appurtenant to a Lot may be voted in favor of as many candidates for Management Committee membership as there are seats on the Management Committee to be filled. In the event a Management Committee seat becomes vacant for any cause the remaining Management Committee members shall elect a replacement to sit on the Management Committee until the expiration of the term for which the member being replaced was elected. A member shall serve on the Management Committee until his successor is elected and qualifies. Management Committee members shall be reimbursed for all expenses reasonably incurred in connection with Management Committee business. Members of the Management Committee shall not receive a salary for serving on the Management Committee but shall not be precluded from serving the Project in another capacity and receiving compensation therefore.
- 3.4 Manager.** The Management Committee may carry out through a project manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Management Committee, shall be responsible for managing the Project for the benefit of the Management Committee and the Lot Owners, 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.

- 3.5 **Capital Improvements.** Capital improvements in the Project which cost no more than \$2,000.00 may be authorized by the Management Committee alone. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its costs and prior to being constructed, be authorized by at least 67% of the Project's undivided ownership interest. Expenses associated with the maintenance or repair of the Common Area shall not be considered a capital improvement requiring prior approval of the Owners.

ARTICLE IV SPECIAL COMMITTEES

- 4.1 **Special Committees.** The Management Committee may, by resolution passed by a majority of the whole committee, designate one or more special committees, each special committee to consist of two (2) or more, of the Lot Owners of the Project, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the committee when required. The President may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

ARTICLE V COMMON ASSESSMENTS

- 5.1 **Operation and Maintenance.** The Management Committee shall, as a portion of the Common Expenses, pay for all utility services furnished to the Common Areas. The Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair.
- 5.2 **Payment of Expenses.** Before May 1st of each year the Management Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the 12-month period commencing with the following June 1st. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund an appropriate reserve to cover major repair or replacement of portions of the Common Areas and Facilities. The total of such expenses shall be equally apportioned among all Lots on the basis of their appurtenant percentage of undivided ownership interest. Prior to the first day of each month during the fiscal year covered by the budget, each Lot Owner shall pay to the Management Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Lot. If such monthly payments are too large or too small as a result of unanticipated income or expenses,

the Management Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Management Committee. The foregoing method of assessing the Common Expenses to the Lot Owners may be altered by the Management Committee so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Lot during a 12-month period be determined on the basis of its appurtenant undivided Ownership interest.

- 5.3 **Remedies for Nonpayment.** If any part of any Common Expense assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date, an automatic late charge in an amount of not more than Fifty Dollars (\$50.00) shall be assessed for each month an Assessment remains unpaid. The exact amount of the late charge shall be established by the Board and be a uniform amount for all Owners; thereafter all amounts delinquent shall bear interest at the rate of eighteen percent (18%) per annum until paid. Each unpaid Assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record made in good faith and for value. Such lien, when delinquent, may be recorded at the Weber County Recorder's Office and enforced by sale by the Association, its attorney or other person authorized by this Restated Declaration or by law to make the sale, after failure of the Owner to pay such Assessment, in accordance with the provisions of Utah law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association shall have the power to conduct nonjudicial foreclosure in order to collect delinquent Assessments as authorized by Utah Code Section 57-8a-302. Each Owner hereby appoints the Association's attorney, Richard W. Jones, as trustee, or such substitute trustee as is designated pursuant to Utah Code Section 57-1-22. Additionally, such Owner empowers such trustee to enforce a lien and to foreclose the lien by the private power of sale provided in Utah Code Section 57-1-27, or by judicial foreclosure. Each Owner further grants to the trustee the power and authority to sell the Lot of any defaulting Owner to the highest bidder to satisfy such lien as provided for in Civil Code section 57-8a-301 through 306. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney fees and costs, and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws.

ARTICLE VI INSURANCE

- 6.1 **Insurance.** The Management Committee shall secure and at all times maintain the following insurance coverages:

- a. The Association shall provide insurance for the Common Area as needed to protect the interests of the Association. The Association shall not be responsible for nor provide casualty insurance for any Lot or residential dwelling within Meadow Brook PUD. Each Lot Owner shall provide all insurance desired or needed in connection with the Lot Owner's residential Dwelling.
- b. A policy or policies insuring the Management Committee, the Manager, and the Lot Owners against any liability incident to the ownership, use, or operation of the Common Areas which may arise among themselves to the public, or to any invitees or tenants of the Project or of the Lot Owners. Limits of liability under such insurance shall be not less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$20,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.
- c. The following additional provisions shall apply with respect to insurance:
 - (i) In addition to the insurance described above, the Management Committee may secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with projects similar to the Project in construction, nature, and use.
 - (ii) All policies shall be written by a company holding a rating of "A" or better from Best's Insurance Reports.
 - (iii) The Management Committee shall have the authority to adjust losses.
 - (iv) Insurance secured and maintained by the Management Committee shall not be brought into contribution with insurance held by the individual Lot Owners or their Mortgagees.
 - (v) Each policy of insurance obtained by the Management Committee shall, if reasonably possible, provide: (1) A waiver of the insurer's subrogation rights with respect to the Management Committee, the Manager, the Lot Owners, and their respective servants, agents, guests, tenants, and invitees; (2) That it cannot be cancelled, suspended, or invalidated due to the conduct of the Manager or of any member, officer, or employee of the Management Committee without a prior written demand that the defect be cured; and (3) That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Lot Owners.

ARTICLE VII DISPUTE RESOLUTION

- 7.1 **Introduction.** It is in the best interest of the Members, the Association, the Board, the officers, and Management Committee members (the "Parties") to encourage the amicable resolution of disputes arising out of the legal rights and obligations described in this Restated Declaration without the emotional and financial costs of litigation. Each Member and the Association agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the "ADR Procedures"), with respect to any claim, grievance or dispute arising out of or relating to the Governing Documents, (the "Claims"); provided, that a Party may demand arbitration prior to complying with the ADR Procedures if demanding arbitration is required to satisfy the statute of limitations for the Party's Claim. In such an event, the Party demanding arbitration shall simultaneously stay the arbitration until the ADR Procedures have been satisfied.
- 7.2 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:
- a. any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents;
 - b. any suit in which any indispensable party is not bound by this Article VII;
 - c. any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessments, Fines or Common Area fees;
 - d. actions by the Association to collect Assessments or other amounts due from any Owner; and
 - e. actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Restated Declaration (an "Enforcement Action").
- 7.3 **Procedure for Disputes Between Members.**
- a. **Good-Faith Discussion.** The aggrieved Party ("Complainant") shall attempt to resolve the Claim with the other Party ("Respondent") through good-faith discussion.
 - b. **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the "Complaint"). The Complaint shall include the following:
 - (i) the nature of the Claim, including the parties involved and the Respondent's role in the Claim;
 - (ii) a brief description of the discussions of the parties and their attempts to

resolve the Claim informally;

- (iii) copies of relevant documents supportive of Complainant's position; and
- (iv) Complainant's proposed resolution or remedy. The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents, descriptions, explanations or other material supporting the Response.

7.4 Review by Board. The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

7.5 Mediation.

- a. Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- b. The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then this requirement is deemed to be satisfied.
- c. Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

7.6 Arbitration.

- a. All Claims between the Parties not otherwise resolved shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed upon by the Parties in writing, demand for arbitration must be made within thirty (30) days of the mediation or the expiration of the period for holding the mediation as set forth above. Failure to

demand arbitration within 30 days is an express waiver of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, and upon such waiver the Board's decision becomes the final and binding resolution of the Claims.

- b. In no event shall a Party be entitled to demand arbitration of a Claim after the time for taking legal action on the Claim has expired.
- c. The arbitration shall be held in the State of Utah at a location agreed upon by the Parties or determined by the arbitrator.
- d. The prevailing Party in the arbitration shall be awarded its reasonable attorneys fees and costs associated with the dispute. Punitive damages, however, shall not be awarded in any dispute. Judgment upon the award rendered by the arbitrator may be entered in any court within the State of Utah.

7.7 Procedure Subject to Change by Board. The procedures outlined in this Section 7 may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Governing Documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

7.8 Procedure for Disputes Between the Association and Members. Subject to the provisions of Section 7.2, any Member who has a dispute with the Association, the Board, or any officer or member representing one of these groups, and who is not satisfied with the decision of the Association or the Board, shall follow the procedures outlined in Section 7.3 above.

ARTICLE VIII RENTAL RESTRICTIONS

8.1 No Rentals. No Lots within Meadow Brook PUD may be leased. Any leasing based on the exceptions set forth in paragraph 8.3 must be consistent with the provisions of this Restated Declaration.

8.2 Owner Occupied. No Lots at Meadow Brook PUD may be Occupied by Non Lot Owners at any one time.

8.3 Exceptions. The restrictions herein shall not apply: (a) if a Lot Owner is a member of the military and is required to move from the Lot during a period of military deployment and desires to Lease the Lot during the period of deployment; (b) if a parent, grandparent or child leases their Lot to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner; (c) to an Owner if an employer relocates an Owner for a period of less than two years; (d) if a Lot Owner moves from a Lot due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the Lot with the intent to return to occupy the Lot when the humanitarian, religious or charitable service has concluded, or (e) to a Lot owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current resident of the Lot or the parent, grandparent, child, grandchild, or sibling of the current

resident of the Lot.

- 8.4 **No Partial Rentals.** Renting or Leasing less than 100% of the Lot is prohibited.
- 8.5 **Rent Defined.** As used herein, "Rent" (or any variation of the word) or "Lease" (or any variation of the word) means a Lot that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Lot as the Owner's primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Lot. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Lot is a Rental Lot.
- 8.6 **Non Owner Defined.** As used herein, "Non Owner" or "Non Lot Owner" means an individual or entity that does not hold any interest in the title to the Lot as shown on the records of the Weber County Recorder.
- 8.7 **Occupied Defined.** As used herein, "Occupied" means to reside in the Lot for ten (10) or more days in any thirty (30) day period. A Lot is deemed to be Occupied by a Non Owner if the Lot is Occupied by an individual(s) other than the Lot Owner and the Owner is not occupying the Lot as the Owner's primary residence.
- 8.8 **Single Family Defined.** "Single Family" means any number of individuals, related by blood, marriage, or adoption, and domestic servants for such family, or a group of not more than three persons who are not so related, living together as a single nonprofit housekeeping Lot.
- 8.9 **Violation.** Any Lot Owner who violates this Amended Declaration shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the Lease in violation of this Amended Declaration. If Meadow Brook PUD is required to retain legal counsel to enforce this Amended Declaration, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board, in enforcing this Amended Declaration.
- 8.10 **Guests Permitted.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from residing in his or her Lot, while the Owner is present.

ARTICLE IX DAMAGE OR DESTRUCTION

- 9.1 **Damage to Common Area.** Except as otherwise provided in this Restated Declaration, in the event of any destruction of any portion of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article VI hereof for reconstruction or repair of the Property shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as is practical. The Property shall be reconstructed or rebuilt substantially in

accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an assessment for the deficiency and proceed with such restoration and repair. The Association shall not be responsible for nor provide casualty insurance for any Lot or residential dwelling within Meadow Brook PUD. Each Lot Owner shall provide all insurance desired or needed in connection with the Lot Owner's residential Dwelling.

- 9.2 **Damage to Residential Dwellings.** Except as otherwise provided in this Restated Declaration, in the event of any destruction of any residential dwelling, it shall be the duty of the Owner(s) of the residential dwelling to restore and repair the same to its/their former condition, as promptly as practical, under the supervision of the Board. The proceeds of insurance, if any, maintained pursuant to Article VI hereof for reconstruction or repair of the Property shall be made available for such purpose unless otherwise provided herein. The residential dwelling shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than the estimated cost of restoration and repair or if there is a deductible applicable to such insurance, the Owner(s) of the residential dwelling shall be responsible for the deficiency and/or deductible. In the event more than one residential dwelling is damaged or destroyed, available insurance proceeds, if any, shall be allocated according to the estimated costs of repair and restoration of each residential dwelling.
- 9.3 **Alternate Plans for Restoration and Repair.** Notwithstanding the provisions of Paragraph 9.1 and 9.2, the Association shall have the right, by a vote of seventy-five percent (75%) of the Members of the Association, to make alternate arrangements respecting the repair, restoration or demolition of the damaged portion of the Property. The alternate plan may provide for special allocation of insurance proceeds, modification of design, or special allocation of any necessary assessments. Any plan adopted pursuant to this subparagraph shall be adopted within sixty (60) days of the damage or destruction and shall be supported by the vote of any Owner whose dwelling has been physically damaged, to the extent the proposed plan affects the reconstruction of such dwelling.
- 9.4 **Appraisal of Damage.** In the event the parties affected by damage or destruction to the Property cannot agree, within twenty (20) days of the date of the damage, on the estimated cost of repair or the allocations referred to in this Article IX, the Association shall appoint three (3) independent appraisers having at least five (5) years full-time appraisal experience in Weber County, Utah, to appraise the damage and establish allocations among various damaged portions of the Property. Within twenty (20) days after the selection of the appraisers, a majority of the appraisers shall set the estimated allocations. If a majority of the appraisers are unable to agree within the stipulated period of time, the average of the three (3) appraisals shall be utilized. If, however, the low appraisal and/or the high appraisal are/is more than fifteen percent (15%) lower and/or higher than the middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the average of the two remaining appraisals shall be utilized. If both the low appraisal and

the high appraisal are disregarded, the middle appraisal shall be utilized. The cost of the appraisals required by this subparagraph shall be paid by the Association and reimbursed by the Owners through an special assessment.

- 9.5 **Interior Damage.** With the exception of any casualty or damage insured against by the Association pursuant to Article VI of this Restated Declaration, restoration and repair of any damage to the interior of any individual residential dwelling, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall, unless covered by the Association's insurance policy, be made by and at the individual expense of the Owner of the Building so damaged. In the event of a determination to rebuild the Property after partial or total destruction as provided in this Article IX, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with plans approved by the Association as provided herein.

ARTICLE X OBLIGATIONS OF OWNERS

10.1 **Maintenance, Repairs and Building Requirements.**

- a. Every Owner must perform promptly all maintenance and repair work within the individual Lot which, if omitted, would affect the Project in its entirety, or in a part belonging to other Owners, being expressly responsible for the damage and liabilities that failure to do so may engender.
- b. All the repairs of internal installations of the Lot such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Lot area shall be at the Owner's expense.
- c. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Area, and/or facility damaged through such Owner's fault or negligence.
- d. Before any Owner begins construction on an addition to any Building or driveway on a Lot, the Owner must first obtain a building permit as required by Ogden City building codes. In addition, any new construction must comply with Ogden City building codes.

10.2 **Parking.**

- a. No parking is permitted on the private streets within Meadow Brook PUD between the hours of 10:00 p.m. and 6:00 a.m.
- b. Parking areas are not to be used for any kind of storage. The storage of any boat, RV, mobile home, trailer, camper, motor home, or commercial truck larger than a

standard full size pickup is prohibited, except on a temporary basis (not in excess of four hours).

- c. Temporary parking is permitted for delivery trucks, service vehicles and other commercial vehicles furnishing services to homeowners.
- d. Parking across driveways, blocking sidewalks, parking on grass, and double parking is prohibited. Unregistered vehicles and vehicles without a current license plate, as well as any illegally parked vehicle, are subject to towing at the owner's expense.
- e. Inoperable vehicles will not be allowed in driveways, parking areas or anywhere within the common areas. No part of the common area will be used for repair, construction, or reconstruction of any vehicle, boat, or recreation vehicle, except for changing a tire or minor repair. Major repairs of vehicles in owner driveways is prohibited. The board may tow any vehicle in violation.

- 10.3 **Animal Control.** All animals are to be confined within a Lot or residential dwelling or restrained on a leash at all times in accordance with Ogden City Leash Law. Owners or occupants are responsible for their animal's behavior. Unattended animal, barking dogs, or nuisance animals will be reported to Ogden City Animal control.

ARTICLE XI MORTGAGE PROTECTION

- 11.1 **Mortgage Protection.** In the event an Owner neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Restated Declaration, the Management Committee may provide written notice of such fact to the holder of any first Mortgage (or trust deed) covering such Owner's Lot.

A lien for unpaid Common Expense assessments shall be subordinate to any first Mortgage (or trust deed) affecting a Lot, but only to the extent of assessments which become due prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.

Unless all holders of first Mortgages (or trust deeds) on the individual Lots have given their prior written approval, neither the Management Committee nor the Owners shall be entitled to:

- a. Change the magnitude of the percentage of undivided ownership interest which is appurtenant to any Lot (except as provided in Paragraph 12.2 below); or
- b. Partition and subdivide any Lot or the Common Areas; or
- c. By act or omission seek to abandon the status of the Project (except as provided by law and herein in the event of substantial damage to the Lots and the Common

Areas).

**ARTICLE XII
MISCELLANEOUS**

- 12.1 **Amendment.** The Lot Owners shall have the right to amend this Restated Declaration and/or Map upon the vote and approval of Lot Owners representing not less than two-thirds (2/3) of the undivided interests in the Common Areas. Any amendment if authorized shall be accomplished through the recordation of an instrument executed by the Management Committee.
- 12.2 **Name.** The Board is hereby authorized to change the name of the Association on file with the state of Utah, from the "Meadow Brook Condominium Homeowners Association, Inc.", to the "Meadow Brook PUD Homeowners Association, Inc."
- 12.3 **Compliance.** Each Lot Owner, tenant and occupant of a Lot shall comply with the provisions this Restated Declaration and all agreements and determinations lawfully made or entered into by the Owners and the Management Committee or Managers, where acting within their authority, and any failure to comply with any of the provisions of the Restated Declaration, procedures, agreements and/or determination, or any amendment thereto, shall be grounds for an action by the Owners or the Management Committee to recover any loss or damage resulting therefrom, or for injunctive relief.
- 12.4 **Record of Ownership.** Whenever there is a change for any reason, in the ownership of an Lot, or a part thereof, and its appurtenant interest in the Common Areas and Facilities, the Meadow Brook PUD Owners, the Management Committee or the Manager, may require as a condition to recognizing the new Lot Owner, or Owners, as such, that the new Lot Owner, or Owners furnish evidence substantiating the new ownership, including copies of legal papers, documents or court proceedings.
- 12.5 **Severability.** If any provision of this Restated Declaration is determined to be invalid, the remaining provisions hereof shall remain in full force and effect and shall not be affected thereby.

This Restated Declaration shall take effect upon being recorded in the office of the Weber County recorder.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that Owners holding not less than two-thirds (67%) of the total votes of the Association have voted and approved of this Restated Declaration.

IN WITNESS WHEREOF this 2nd day of April, 2015.

Meadow Brook Condominium Homeowners Association, Inc.

By Max Newey
President

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On the 2nd day of April, 2015, personally appeared before me Max Newey, who by me being duly sworn, did say that he is the President of Meadow Brook Condominium Homeowners Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association and did duly acknowledged to me that he executed the same.

Ligia E Parker
NOTARY PUBLIC



EXHIBIT "A"

Meadow Brook Legal Description

All of Lots 1 through 140, and 142 through 144, Meadow Brook Condominium, Ogden City,
Weber County, Utah.

Lots 1 - 58

(Tax I.D. #12-144-0001^{0040, 0042} through 12-144-0058) 12-167-0001-0002

Lots 58 - 99

(Tax I.D. #12-145-0001 through 12-145-0041)

Lots 100 - 140

(Tax I.D. #12-146-0001^{0012, 0014} through 12-146-0041) 12-168-0001, 0002

Lots 142 - 144

(Tax I.D. #12-169-0001² through 12-169-0003), 12-169-0005

Exhibit “B”

Bylaws

**BYLAWS
OF
MEADOW BROOK PUD
HOMEOWNERS ASSOCIATION**

**ARTICLE I
PLAN OF OWNERSHIP**

- 1.1 **Ownership.** The Project located at Ogden, Utah, known as Meadow Brook PUD Homeowners Association, a Utah nonprofit corporation, is submitted to the provisions of Utah Law.
- 1.2 **Bylaws Applicability.** The provisions of these bylaws are applicable to Meadow Brook PUD Homeowners Association. The definitions set forth in Article I of the Restated Declaration shall have the same meanings herein unless the context clearly indicates otherwise.
- 1.3 **Personal Application.** All present or future Owners, tenants, future tenants, or their employees or any other person that might use the Lots or Common Area within Meadow Brook PUD in any manner are subject to the regulations set forth in these bylaws.

The mere acquisition or rental of any of the single family homes of the subdivision, or the mere act of occupancy of any of the homes will signify that these bylaws and provisions of the regulatory agreement are accepted, ratified, and will be complied with.

**ARTICLE II
VOTING**

- 2.1 **Voting.** Each Owner is entitled to one vote for each Lot owned by the Owner. All Lot Owners shall have equal voting interests.
- 2.2 **Majority of Owners.** As used in these bylaws, the term "Majority of Owners", shall mean those Owners holding fifty-one percent (51%) of the votes in accordance with the percentages assigned in the master deed.
- 2.3 **Quorum.** Except as otherwise provided in these bylaws, the presence in person or by proxy of the "Majority of Owners" as defined in the preceding paragraph of this Article shall constitute a quorum.
- 2.4 **Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the secretary before or at the appointed time of an annual or special meeting.

ARTICLE III ADMINISTRATION

- 3.1 **Association Responsibilities.** The Owners of the Lots will constitute members of the Meadow Brook PUD Homeowners Association, hereafter referred to as the "Association". The Association will have the responsibility of administering the Project. These responsibilities include, but are not limited to: maintaining the annual budget, establishing and collecting monthly assessments, and arranging for the management of the Project pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the association shall require approval by a majority of Owners.
- 3.2 **Place of Meeting.** Meeting of association shall be held at a suitable place convenient to the Owners as may be designated by the Board.
- 3.3 **Annual Meeting.** Annual meetings shall be held on the third (3rd) Saturday of June or on such other annual date and time fixed by the Board. At such meetings there shall be elected by ballot a Board in accordance with the requirements of Section 4.5 of these bylaws. The Owners may also transact such other business of association as may properly come before them.
- 3.4 **Notice of Meetings.** It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose as well as the time and place of the meeting, to each Owner of record at least five but not more than 10 days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.
- 3.5 **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 notices
 - c. Reading of minutes of preceding meeting
 - d. Reports of officers
 - e. Reports of committees
 - f. Unfinished business
 - g. New business

ARTICLE IV BOARD OF DIRECTORS

- 4.1 **Number and Qualifications.** Association's affairs shall be governed by a Board composed of three persons, all of whom must be Owners of homes in the subdivision.

- 4.2 **Power and Duties.** The Board shall have the powers and duties necessary for the administration of associations' affairs and may do all such acts and things as are not enforced by law or by these bylaws directed to be exercised and done by the Owners.
- 4.3 **Other Duties.** In addition to duties imposed by these bylaws or by resolutions of association, the Board shall be responsible for the following:
- a. Care, upkeep, and surveillance of the Common Areas.
 - b. Collection of monthly assessments from the Owners. Evaluation of monthly assessment annually, with adjustments as deemed necessary.
 - c. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project and the Common Areas.
- 4.4 **Management Agent.** The Board may employ for the association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in Section 4.3 above.
- 4.5 **Election and Term of Office.** Each member of the Management Committee shall serve for a two-year term. Two members shall be elected one year, and the next year one member shall be elected. At each annual Owners meeting, any vacant seat on the Association Management Committee shall be filled with a member elected for a two-year term. Only Lot Owners, officers, and agents of Owners other than individuals shall be eligible for Association membership.
- 4.6 **Vacancies.** In the event a Management Committee seat becomes vacant for any cause, the remaining Management Committee members shall elect a replacement to sit on the Management Committee until the expiration of the term for which the member being replaced was elected. A member shall serve on the Management Committee until his successor is elected and qualifies. Association Management Committee members shall be reimbursed for all expenses reasonable incurred in connection with Management Committee business.
- 4.7 **Reimbursement.** Members of the Association Management Committee shall not receive a salary for serving on the Management Committee, but shall not be precluded from serving the Project in another capacity, and receiving compensation therefore. The Board may waive any Board members monthly dues as reimbursement for their personal expenditures while performing their duties as an active member of the Management Committee. (Office supplies, vehicle use, computer use, etc.)
- 4.8 **Removal of Officers/Management Committee Members.** Any Association Management Committee officer, member, agent, or employee may at any time be removed with or without

cause by the vote of a majority of the members of the Association.

- 4.9 **Organization Meeting.** Regular meetings of the Management Committee shall be held at regular intervals at such time and place as the Association Management Committee may provide. No Notice need be given of regular Management Committee meetings. Any meeting attended by all Management Committee members shall be valid for all purposes. A quorum for the transaction of business at any Management Committee meeting shall consist of a majority of all the members then in office.
- 4.10 **Monthly Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director personally or by mail, telephone, e-mail, etc., at least three days prior to the day named for such meeting.
- 4.11 **Special Meetings.** Special committee meetings of the Board, may be called by the president on three days' notice to each member, given personally, by mail, telephone, or e-mail. Said notice shall state time, place, and purpose of the meeting. Special meetings of the Board shall be called by the president or secretary in like manner, and on like notice on the written request of at least three members.
- 4.12 **Waiver of Notice.** Before or at any meeting of the Board, any director, may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by such director of the time and place of the meeting. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.
- 4.13 **Quorum.** At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business. The acts of the quorum shall be the acts of the Board. At any such meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.
- 4.14 **Fidelity Bonds.** The Board shall require that all officers and employees of the association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the association.

ARTICLE V OFFICERS

- 5.1 **Designation.** The principal officers of the Homeowners Association Management Committee shall be a president, vice-president, secretary, and a treasurer. The latter two of which may be the same person, and all of whom shall be elected by the homeowners.

- 5.2 **Election of Officers.** The officers of the Association Management Committee shall be elected annually by the homeowners at the organization meeting of each new board, and shall hold office at the pleasure of the board or Association Management Committee.
- 5.3 **President.** The president shall be the chief executive officer of the association. The president shall preside at all meetings of the association, and of the Board. The president 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 the president may decide is appropriate to assist in the conduct of association's affairs.
- 5.4 **Vice President.** The vice-president shall take the place of the president and perform duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed by the Board.
- 5.5 **Secretary.** The secretary shall keep the minutes of all meetings of the Board, and the minutes of all meetings of association. The secretary shall keep charge of such books and papers as the Board may direct and shall, in general, perform all the duties incident to the office of secretary.
- 5.6 **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 disbursement in books belonging to association. The treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.
- 5.7 **Additional Committee Members.** The Board may appoint additional Board members for a term of one year to help perform the management duties of the association.

**ARTICLE VI
AMENDMENTS OF PLAN OF OWNERSHIP**

- 6.1 **Bylaws.** These bylaws may be amended by the members of the association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by a majority of the members.

**ARTICLE VII
NOTICES**

- 7.1 **Notification by Mail, Website and Email.** Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
- 7.2 **U.S. Mail.** If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the Lot of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Board of Directors.
- 7.3 **Electronic.** If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the lot owner by mail.
- 7.4 **Personal.** If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Home, or by securely attaching a copy of the notice to the front entry door of the Owner's Home.