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ELECTRONICALLY RECORDED

AMENDED AND RESTATED  
DECLARATION  
OF  
COVENANTS, CONDITIONS &  
RESTRICTIONS  
FOR  
SHADY GROVE PHASES 2 & 3  
P.R.U.D  
PLANNED RESIDENTIAL UNIT DEVELOPMENT SUBDIVISION

JUNE 2018

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**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
SHADY GROVE PHASES 2 & 3  
P.R.U.D.**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shady Grove Phases 2 & 3 P.R.U.D. ("Restated Declaration") is made and executed by and between the Owners of Lots in Shady Grove Phases 2 and 3 ("Shady Grove") on the date shown below after being voted on and approved by the Owners of Lots within Shady Grove and Members of the Shady Grove Owners Association, Inc, in accordance with the Association's Governing Documents and the provisions of the Utah Community Association Act.

**RECITALS**

- A. Capitalized terms in this Restated Declaration are defined in Article I.
- B. Shady Grove Phase 2 was created by recording the "Declaration of Covenants, Conditions and Restrictions of Shady Grove Phase 2 P.R.U.D. Subdivision" ("Phase 2 Enabling Declaration"), on September 9, 1996, as entry number 1428246, in the office of the Weber County Recorder.
- C. Shady Grove Phase 3 was created by recording the "Declaration of Covenants, Conditions and Restrictions of Shady Grove Phase 3 P.R.U.D. Subdivision" ("Phase 3 Enabling Declaration"), on February 24, 1998, as entry number 1523707, in the office of the Weber County Recorder.
- D. Shady Grove Phase 2 and Shady Grove Phase 3 were combined into one homeowners association when Shady Grove Phase 3 was annexed into Shady Grove Phase 2 pursuant to the Notice of Annexation recorded in the records of Weber County, Utah, on October 5, 1998, as entry number 1578979, in book 1961, beginning on page 299.
- E. The Phase 2 Enabling Declaration and the Phase 3 Enabling Declaration were amended by the Amendment to the Declaration of Covenants, Conditions and Restrictions for Shady Grove Phase 2 & 3, which was recorded in the office of the Weber County Recorder on May 2, 2012, as entry number 2574708.
- F. The property that is the subject of this Restated Declaration is situated in and upon certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, including the Common Area that is appurtenant to each Lot as shown on the Plats for Shady Grove

Phases 2 and 3, as recorded in the office of the County Recorder for Weber County, State of Utah. There are forty-five (45) Lots at Shady Grove.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. It is the intent of the Owners that this Restated Declaration replace the Phase 2 Enabling Declaration, the Phase 3 Enabling Declaration, any amendments to those declarations, and the Association Bylaws, which shall collectively be referred to herein as the "Governing Documents." The Governing Documents are hereby restated, replaced and amended by this Restated Declaration, and that this Restated Declaration be the sole set of restrictive covenants governing the Lots, the Common Area and the Association. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of the Act and this Restated Declaration; the ratification, approval and incorporation of the Shady Grove Owners Association, Inc., as a Utah non-profit 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 as a Utah owners association which, if repealed, would nullify 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 the covenants, restrictions, limitations, and conditions contained herein, 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 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 accurate and shall constitute part of this Restated Declaration.

## ARTICLE I DEFINITIONS

When used in this Restated Declaration (including that portion hereof captioned "Recitals" and in the Bylaws attached hereto as Exhibit "C") the terms used shall have the meaning stated in the Utah Community Association Act ("Act") and as follows, unless the context otherwise requires:

- 1.1 **"Articles of Incorporation"** shall mean and refer to the Articles of Incorporation of the Shady Grove Owners Association, Inc., a Utah nonprofit corporation, which were filed with the Utah State Department of Commerce, Division of Corporations and Commercial Code on or about May 9, 2012.
- 1.2 **"Association"** shall mean and refer to Shady Grove Owners Association, its successors and assigns.

- 1.3 **“Bylaws”** shall mean and refer to the Bylaws of the Association attached hereto as Exhibit “C” 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 **“Board of Directors”** 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.
- 1.5 **“Common Area”** shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:
- a) All Private roads and drives as platted on the Plat attached hereto (Exhibit “B”).
  - b) All walks required for general public use (not those leading to any home within any particular Lot).
  - c) All water and sewer lines within the subdivision.
  - d) All drainage easements, dams, flood easements and rights of way or easements as may be necessary for water, sewage or other utility shall be Common Areas.
  - e) All other part of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.
  - f) Habitat Preservation Area as platted on the Plat attached hereto (Exhibit “B”).
- 1.6 **“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 Board from time to time may make and adopt.
- 1.7 **“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. The term “Lot” does not include any Common Area.
- 1.8 **“Member”** shall mean and refer to every person who holds membership in the Association, and shall include the legal title Owner of each Lot.
- 1.9 **“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.
- 1.10 **“Owner”** or **“Lot Owner”** shall mean and refer to the person or persons owning in fee simple a Lot 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).

- 1.11 **“Plat”** shall mean and refer to the Plats for the phases 2 and 3 of Shady Grove Subdivision as recorded in the office of the County Recorder of Weber County, Utah, and attached hereto as Exhibit “B”, and all amendments thereto.
- 1.12 **“Project”** shall mean and refer to the entire tract of real property covered by the Plats for all Phases 2 and 3 of Shady Grove Subdivision as created by the Enabling Declarations and governed by this Restated Declaration and the Bylaws.
- 1.13 **“Property”** shall mean and refer to the entire tract of real property now or hereafter covered by the Plats for phases 2 and 3 of the Shady Grove Subdivision. 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.
- 1.14 **“Properties”** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.15 **“Restated Declaration”** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shady Grove Phases 2 & 3 P.R.U.D., and as the same may hereafter be modified, amended and supplemented.

**ARTICLE II  
PROPERTY DESCRIPTION**

- 2.1 The Property within the Project which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions, easements and restrictions of this Restated Declaration and the Plat consists of the following described real property situated in Weber County, State of Utah: **See Exhibit “A”**

**ARTICLE III  
THE ASSOCIATION**

- 3.1 **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 an 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 3.1 shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

- 3.2 **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
- 3.3 **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.
- 3.4 **Lots.** The Project includes 45 Lots as more particularly described on the Plat. 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, lease, granted, encumbered, used, occupied or otherwise affected in any manner subject to the provisions of this Restated Declaration.
- 3.5 **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.
- 3.6 **Single Family Dwellings.** Inasmuch as Shady Grove Owners Association is a high density residential community where people live in close proximity to each other, each Lot in Shady Grove Owners Association 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.

## ARTICLE IV BOARD

- 4.1 **Board.** The Project, including the Common Areas and Facilities, shall be managed, operated and maintained by the Board as agent for the Shady Grove Owners Association, in accordance with the terms, conditions and provisions of this Restated Declaration.
- 4.2 **Composition of Board.** The Board of Directors shall be composed of at least five (5) but not more than seven (7) members of the Association. Each member shall be elected for a one (1) year term. Only Lot Owners are eligible for the Board. In the event a Board position becomes vacant for any cause the remaining Board members shall elect a replacement to sit on the Board until the expiration of the term for which the member being replaced was elected. A member shall serve on the Board until his successor is elected and qualifies. Board members shall be reimbursed for all expenses reasonably incurred in connection with Board business. Board members shall not receive a salary for serving on the Board but shall not be precluded from serving the Association in another capacity and receiving compensation therefore.
- 4.3 **Status and Authority of Board.** The Board shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (f) below, constitute a legal entity capable of dealing in its Board name. the Board 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 promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the interest of the Lot Owners.
  - e) The authority to fine any Owner, in accordance with applicable Utah law, who violates the Association's rules and regulations or the terms of this Restated Declaration.
  - f) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board to perform its functions as agent for the Lot Owners.

Any instrument executed by the Board that recites facts which, if true, would establish the Board'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.



- 4.4 **Capital Improvements.** Capital improvements in the Project which cost no more than \$2,000 may be authorized by the Board. 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 51% 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 V SPECIAL COMMITTEES

- 5.1 **Special Committees.** The Board may, by resolution passed by majority of the Board, 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 Board. 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 VI COMMON ASSESSMENTS

- 6.1 **Agreement to Pay Assessments.** Each Owner of any Lot, by the acceptance of instruments of conveyance and transfer thereof, whether or not it is expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Restated Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article VI.
- 6.2 **Operation and Maintenance.** The Board shall, as a portion of the Common Expenses, pay for all utility services furnished to the Common Areas. The Board 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.
- 6.3 **Annual Assessment.** The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot

have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- a) The maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of 51% of the membership approving such increase.
- b) The maximum annual assessment may be increased above 10% by a vote of 51% of members who have voted in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors may fix the annual assessment at an amount not to exceed the maximum.

6.4 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

6.5 **Notice and Quorum for an Auction Authorized Under Sections 6.3 and 6.4.** Written notice of any meeting called for the purpose of taking any action Authorized under Section 6.3 or 6.4, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast (51%) of all membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6.6 **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

6.7 **Reserves Fund.** The Board shall cause a reserve analysis to be conducted no less frequently than required by the Community Association Act, which currently is every six years. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis and comply with the remaining requirements of the Community Association Act relative to reserve funds.

6.8 **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) 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. Interest may be compounded daily. 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, 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 Reinstated 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 non-judicial 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 VII ARCHITECTURAL CONTROL

- 7.1 No building, fence, wall, dog run, or other structure shall be commenced, erected or maintained upon the properties, and no exterior addition to, change, or alteration therein shall be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of the Association, or by an architectural committee composed of one (1) Board member and two (2) Owners. If the Board fails to act within 30 days after plans have been submitted to the Board, the plans shall be deemed approved by the Association.

## ARTICLE VIII USE RESTRICTIONS

- 8.1 **Single Family.** All Lots in the tract and in such property as may be annexed thereto shall be known and described as single family residential units and shall be used for no purpose other than single family residential purposes.

- 8.2 **Use of Common Area.** There shall be no obstructions of the Common Areas by the owners, their tenants, guests or invitees without the prior written consent of the Board of Directors. The Board of Directors may by rules and regulations, prohibit or limit the use of the Common Areas as may be reasonable, necessary for protecting the interest of all the owners, or protecting the Lots or the Common Areas. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Board of Directors.
- 8.3 **Nuisance.** Nothing shall be done or kept in any Lot or in the Common Areas, or any part thereof, which would result in the cancellation of the insurance on the project or any part thereof or increase the rate of the insurance on the project or any part thereof over what the Board of Directors would pay for such activity without the prior written consent of the Board of Directors. Nothing shall be done or kept in any Lot or in the Common Areas or in any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any government body. No damage to or waste of, the Common Areas or any part thereof, shall be committed by an owner or any invitee of any owner, and each owner shall indemnify and hold the Board of Directors and the owners harmless against all loss resulting from any such Damage or waste caused by him or his invitees; provided, however, that any Invitee of the Declarant shall not under any circumstances, be deemed to be an invitee of any other owner. No noxious destructive or offensive activity shall be carried on in any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.
- 8.4 **Signs.** No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any Lot, except one sign for each Lot, not more than eighteen (18) inches by twenty-four (24) inches.
- 8.5 **Quiet Enjoyment.** No noxious or offensive trade or activity shall be carried on in any Lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling or which shall in any way increase the rate of insurance.
- 8.6 **Vehicles and Temporary Structures.** No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other out building shall be used in connection with any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger  $\frac{3}{4}$  ton, or similar equipment shall be permitted to remain upon any property within the project, unless placed on a designated off-street parking area.
- 8.7 **Animals.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in or around any Lot or the Common Area, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any Lots subject to the rules and regulations adopted by the Association, provided, that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per

household, provided however, that the Association (or the architectural committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other owner. Animals belonging to owners, occupants, or their licensees, tenants or invitees with in the properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the architectural committee. Should any animal belonging to an owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal such animal may be removed to a pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by animals brought or kept upon the properties by an owner or by members of his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such animals which have used any portion of the Common Area.

- 8.8 **Exterior Use.** No rubbish, trash, or garbage or other waste material shall be kept or permitted upon or around any Lot or Common Areas unless screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clippings; or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.
- 8.9 **Fences.** No fence, hedge, or wall or other dividing instrumentality shall be constructed, planted or maintained except that are approved by the architectural committee. The committee may allow such as are compatible with its architectural plans, and total development of the project.
- 8.10 **Antennas.** No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Lots or structures in said tract unless and until the same have been approved in writing by the architectural committee of the Association.
- 8.11 **Exterior Colors.** All exterior colors of the project shall be earth tone in nature. Future maintenance, upkeep, etc., shall be of the same type, quality and color.

**8.12 Habitat Preservation Area.** The following restrictions apply, in perpetuity to the mitigation areas labeled “habitat preservation area”:

- a) No discharge of dredged or fill material or excavation in the mitigation areas shall be allowed, including construction or buildings or other structures, minor grading and placement of topsoil;
- b) The existing vegetation shall not be trimmed, removed or otherwise modified;
- c) No grazing of animals is allowed;
- d) Nothing can be done to change the character of the mitigation areas;
- e) No mowing of the mitigation areas shall be allowed unless necessary for safety reasons; authorization from the Corps must be obtained prior to mowing;
- f) Any planting within the mitigation areas shall be limited to native Vegetation, including grasses, forbs, shrubs and trees.

**8.13 Questions.** If there are any questions pertaining to this restriction, contact:

U. S. Army Corps of Engineers  
1403 South 600 West, Suite A  
Bountiful, UT 84010  
(801) 295-8380

**8.14 Parking.**

- a) Parking 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 72 hours)
- b) Temporary parking is permitted for delivery trucks, service vehicles and other commercial vehicles furnishing services to homeowners.
- c) 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.
- d) 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 are prohibited. The Board may tow any vehicle in violation.

## **ARTICLE IX INSURANCE**

**9.1 Insurance Coverage.** The Board shall secure and at all times maintain the following insurance coverage:

- a) The Association shall provide insurance for the Common Area as needed to protect the interest of the Association. The Association shall not be responsible

for nor provide casualty insurance for any Lot or residential dwelling within Shady Grove Owners Association. Each Lot Owner shall provide all insurance desired or needed in connection with Lot Owner's residential dwelling.

- b) A policy or policies insuring the Board, 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-ability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

**9.2 Additional Insurance Requirements.** The following additional provisions shall apply with respect to insurance:

- a) In addition to the insurance described above, the Board 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.
- b) All policies shall be written by company holding a rating of "A" or better from Best's Insurance Report.
- c) The Board shall have the authority to adjust losses.
- d) Insurance secured and maintained by the Board shall not be brought into contribution with insurance held by the individual Lot Owners or their Mortgagees.
- e) Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (1) A waiver of the insurer's subrogation rights with respect to the Board, 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 Board or Board member 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 X DISPUTE RESOLUTION

**10.1 Introduction.** It is in the best interest of the Members, the Association, Board, the officers, (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 cost 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 arbitrations shall simultaneously stay the arbitration until ADR Procedures have been satisfied.

10.2 **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 an indispensable party is not bound by this Article X;
- c) any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent assessments, fines or Common Expense;
- 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, 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").

10.3 **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.
- c) **Response.** Respondent shall have (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.

**10.4 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 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.

**10.5 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 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.

**10.6 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 attorney's 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.

- 10.7 **Procedure Subject to Change by Board.** The procedures outlined in this Article X 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.
- 10.8 **Procedure for Disputes Between the Association and Members.** Subject to the provisions of Section 10.2, 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 10.3 above.

## ARTICLE XI RENTAL RESTRICTIONS

- 11.1 **No Rentals.** No lots within Shady Grove Owners Association may be leased unless a Lot Owner qualifies for one of the exceptions listed in Section 11.3 below. Any leasing based on the exception set forth in Section 11.2 must be consistent with the provisions of this Restated Declaration.
- 11.2 **Exceptions.** The restrictions herein shall not apply:
- a) To a Lot Owner who is a member of the military and is temporarily deployed out of the State of Utah, and by reason of the temporary deployment is required to move from the Lot during the period of temporary military deployment. The Lot Owner who is temporarily deployed may lease their Lot during the period of temporary military deployment. However, if the Lot Owner moves from the Lot due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Lot and Lot Owner;
  - b) To a parent, grandparent, or child who is a Lot Owner and leases their Lot to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
  - c) To a Lot Owner who moves for a period of less than two years at least 40 miles away from the Lot by reason of being relocated by the Lot Owner's employer, if relocation of the Owner is necessary for purposes of employment;
  - d) To a Lot Owner who moves at least 40 miles away from their Lot due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Lot with the intent to return to occupy the Lot when the humanitarian, religious or charitable service has concluded;

- e) To a Lot owned by an entity that is occupied by an individual who
    - i) has voting rights under the entity's organizing documents; and
    - ii) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
  - f) 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:
    - i) the estate of a current resident of the lot; or
    - ii) the parent, child, or sibling of the current resident of the lot;
- 11.3 **Grandfather Clause.** Those Lots that are occupied by non-Lot Owners at the time this Amendment is recorded at the Weber County Recorder's Office may continue to be occupied by non-Lot Owners until the Lot Owner sells, conveys or transfers the Lot to another party, occupies the Lot, or an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Lot, transfers the Lot to another party or occupies the Lot.
- 11.4 **Transfer of Lot.** For purposes of section 11.3, a transfer occurs when one or more of the following occur:
- a) there is a conveyance, sale, or other transfer of a Lot by deed;
  - b) the granting of a life estate in the Lot; or
  - c) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- 11.5 **No Partial Rentals.** Renting or Leasing less than 100% of the Lot is Prohibited.
- 11.6 **Rent Defined.** As used herein, "Rent" (or any variation of the word) of "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.
- 11.7 **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.
- 11.8 **Occupied Defined.** As used herein, "Occupied" means to reside in the Lot for 14 or more days in any thirty (30) day period. A Lot is deemed to be Occupied by 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.

- 11.9 **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 no so related, living together as a single nonprofit housekeeping Lot.
- 11.10 **Violation.** Any Lot Owner who violates this Restated Declaration shall be subject to a complaint for damages and/or an injunction and Order seeking to terminate the Lease in violation of this Restated Declaration. If Shady Grove Owners Association is required to retain legal counsel to enforce this Restated 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 Restated Declaration.
- 11.11 **Guest 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.
- 11.12 **House Sitter/ Caretakers.** In the event a homeowner does not plan to reside in their property for an extended period they may petition the Shady Grove Owners Association Board for approval to have a person/persons reside in their property and act as house sitters or caretakers until owner returns to the property. The number of persons considered house sitters/caretakers shall not exceed three persons. The person or persons who act in the capacity of house sitters/caretakers must abide by all existing covenants adopted by the Shady Grove Owners Association. Property owner who will be vacant from their property must submit a formal written request to the Board at least 21 days prior to the homeowner's departure and must have written approval by the Board in place prior to the house sitter/caretakers occupancy of the property.

## ARTICLE XII DAMAGE OR DESTRUCTION

- 12.1 **Damage of 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 IX 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 within. Each Lot Owner shall provide all insurance desired or needed in connection with the Lot Owner's residential dwelling.

- 12.2 **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. The residential dwelling shall be reconstructed or rebuilt substantially in accordance with the original construction plans.

**ARTICLE XIII  
OBLIGATIONS OF OWNERS**

13.1 **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.
- 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. 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 Riverdale City building codes. In addition, any new construction must comply with Riverdale City building codes and approval by the architectural committee.

**ARTICLE XIV  
MISCELLANEOUS**

- 14.1 **Notices.** Any notice required or permitted to be given to any Owner under the provisions of this Restated Declaration shall be deemed to have been properly furnished if mailed postage prepaid to the person who appears as an Owner, at the latest address for such person, appearing on the records of the Association at the time of mailing. Such notice shall also be deemed to have been properly furnished if sent via electronic means as long as the Association follows the required procedures outlined in the Bylaws regarding notice by electronic means.
- 14.2 **Term.** This Restated Declaration shall run with the land and bind the owners of Lots and all those who receive an interest therein and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot or land subject to this Restated Declaration, and their legal representatives, heirs, successors and assigns, perpetually so long as there are mortgages against the Lots in the Project.

- 14.3 **Amendment.** Except as provided elsewhere in this Restated Declaration, any amendment to this Restated Declaration shall require the affirmative vote, with or without a meeting, of at least sixty-seven percent (67%) of the total votes of the Association. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Weber County Recorder of an instrument executed by the Association. In such instrument an officer of the Association shall certify that the vote required by this Section for amendment has occurred.
- 14.4 **Rights of Action.** The Association and any aggrieved Owner shall have a right of action against any Owner(s) who fails to comply with the provisions of this Restated Declaration or the decisions of the Association, subject to the provisions of Article X. The prevailing party in any action between the Association and an Owner shall be entitled to recover all fees and costs incurred in pursuing such action, including reasonable attorney fees.
- 14.5 **Interpretation.** The captions which precede the Articles and Sections of this Restated Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or enforceability of any portion of this Restated Declaration shall not affect the validity or enforceability of the remainder thereof. This Restated Declaration shall be liberally construed to effect all of its purposes.
- 14.6 **Covenants to Run with Land.** This Restated Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, all parties who hereafter acquire any interest in a Lot or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of the Restated Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Restated Declaration. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Restated Declaration.
- 14.7 **Severability.** If any phrase contained in this Restated Declaration or provision of any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Restated Declaration or the phrase or paragraph in which it is contained, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 14.8 **Effective Date.** This Restated Declaration shall take effect upon it being filed for record in the office of the County Recorder of Weber County, Utah.

[Signatures on Next Page]

**CERTIFICATION**

As evidenced by the Approval Form on the next page, it is hereby certified that owners holding more than sixty-seven percent (67%) of the voting interests in the Shady Grove Phase 2 and Phase 3 Subdivisions have voted to approve this Restated Declaration.

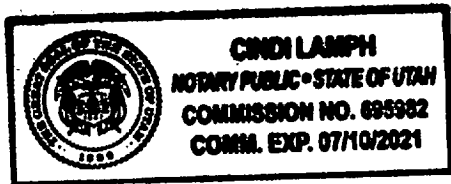
IN WITNESS WHEREOF, this 22 day of JUNE, 2018.

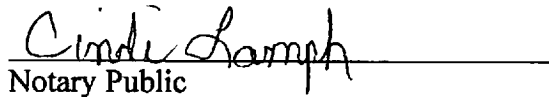
SHADY GROVE OWNERS ASSOCIATION, INC.

By   
President

STATE OF UTAH     )  
                                  :SS.  
COUNTY OF WEBER )

On this 22 day of June, 2018, personally appeared before me Jeff Johnson, who, being by me duly sworn, did say that (s)he is President of the Shady Grove Owners Association, Inc., a Utah nonprofit corporation, and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.



  
Notary Public

## Approval Form

### Shady Grove P.R.U.D.

The undersigned unit owners hereby acknowledge that they approve this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Shady Grove P.R.U.D. Phase 2 & 3 P.R.U.D.

Lot #	Address	Print Name	Signature
27	3974 S. 850 W.	EMPTY	
28	3998 S. 850 W.		
29	4002 S. 850 W.	Colleen Johnson	Colleen Johnson
30	4008 S. 850 W.	Marcia Knorr	Marcia Knorr
31	4018 S. 850 W.	SUE Hartley	Sue Hartley
32	4024 S. 850 W.	DIANNE GIBSON	Dianne Gibson
33	4028 S. 850 W.	Jyl Marsden	Jyl Marsden
34	4034 S. 850 W.	CAROL J. GROUSTRA	Carol J. Groustra
35	4046 S. 850 W.		
36	4054 S. 850 W.	PATRICIA GESSEL	Patricia Gessel
37	4066 S. 850 W.		
38	4072 S. 850 W.	JANET OBERG	Janet Oberg
39	4084 S. 850 W.	Karen Mark	Karen Mark
40	4092 S. 850 W.	Kathie West	Kathie West
41	4085 Meadow Wood Dr.		
42	4071 S. 850 W.	BYRONNE RALPH BURKSIDE	
43	4067 S. 850 W.	DIANNE ARNOLD JANKINS	
44	4055 S. 850 W.	Judy & Darrell Buxton	



## Approval Form

### Shady Grove P.R.U.D.

The undersigned unit owners hereby acknowledge that they approve this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Shady Grove P.R.U.D. Phase 2 & 3 P.R.U.D.

Lot #	Address	Print Name	Signature
45	4049 S. 850 W.	<u>Suzanne Parkinson</u>	<u>Suzanne Parkinson</u>
46	4035 S. 850 W.	<u>Connie Bybee</u>	<u>Connie Bybee</u>
47	4025 S. 850 W.	_____	_____
48	4013 S. 850 W.	<u>HANK &amp; NORMA MAZIANI</u>	<u>Hank Maziani</u>
49	4005 S. 850 W.	<u>Boen Rueha Wadsworth</u>	<u>Rueha Wadsworth</u>
50	4000 Meadow Wood Dr.	_____	_____
51	4006 Meadow Wood Dr.	<u>Bernie / Joyce Preece</u>	<u>Bernie Preece</u>
52	4010 Meadow Wood Dr.	<u>Leonard Woodward</u> ↔	<u>Leonard Woodward, Trustee</u>
53	4014 Meadow Wood Dr.	<u>Douglas Galtrey</u>	<u>Norma Galtrey</u>
54	4016 Meadow Wood Dr.	<u>DWAYNE GENERALCOWIN</u>	<u>Dwayne Cowin</u>
55	4017 Meadow Wood Dr.	<u>MARSOENE MOETENSEN</u>	<u>Mary Moetensen</u>
56	4015 Meadow Wood Dr.	<u>Helen R. Cagle</u>	<u>Helen R. Cagle</u>
57	4021 Meadow Wood Dr.	_____	_____
58	4037 Meadow Wood Dr.	<u>Rebecca Fridt</u>	<u>R. Fridt</u>
59	4045 Meadow Wood Dr.	_____	_____
60	4059 Meadow Wood Dr.	<u>Jan Fuhrman</u>	<u>Jan Fuhrman</u>
61	4065 Meadow Wood Dr.	_____	_____
62	4069 Meadow Wood Dr.	<u>Karen Whittier</u>	<u>Karen Whittier</u>
63	4073 Meadow Wood Dr.	<u>Carol De Groot</u>	<u>Carol De Groot</u>

# Approval Form

## Shady Grove P.R.U.D.

The undersigned unit owners hereby acknowledge that they approve this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Shady Grove P.R.U.D. Phase 2 & 3 P.R.U.D.

Lot #	Address	Print Name	Signature
64	4077 Meadow Wood Dr.	_____	_____
65	4081 Meadow Wood Dr.	LEC ZUNDER	<i>Lee Zunder</i>
66	4070 Meadow Wood Dr.	ARLENE ADAMS	<i>Arlene Adams</i> <sup>Great job</sup>
* → 67	4058 Meadow Wood Dr.	<del>KATHIE WEST</del>	<del>Kathie West</del>
68	4044 Meadow Wood Dr.	_____	_____
69	4032 Meadow Wood Dr.	Sue McEan	<i>Sue McEan</i>
70	4022 Meadow Wood Dr.	DURAN BAILEY	<i>Duran Bailey</i>
71	4012 Meadow Wood Dr.	<del>Toni Whittier</del> AKA LEONE WHITTIER	<del>Toni Whittier</del> <i>Leone Whittier</i>
→ 67	4058 Meadow Wood Dr.	BETTY HASSELL	<i>Betty Hassell</i>

## **EXHIBIT "A"**

### **Legal Description of Lots**

All of Lots 27 through 50, Shady Grove Phase 2 Subdivision PRUD, Riverdale City, Weber County, Utah

[06-247-0001 through 0011; 06-248-0001 through 0013]

All of Lots 51 through 71, Shady Grove Phase 3 Subdivision PRUD, Riverdale City, Weber County, Utah

[06-259-0001 through 0021]

**EXHIBIT "B"**

**PLATS**

PART OF THE N.W. 1/4 OF SEC. 7, T.5N., R.1W., S.L.B. & M.  
**SHADY GROVE PHASE 2 SUBDIVISION**  
A PLANNED RESIDENTIAL UNIT DEVELOPMENT  
IN RIVERDALE CITY  
SCALE 1" = 40'

247

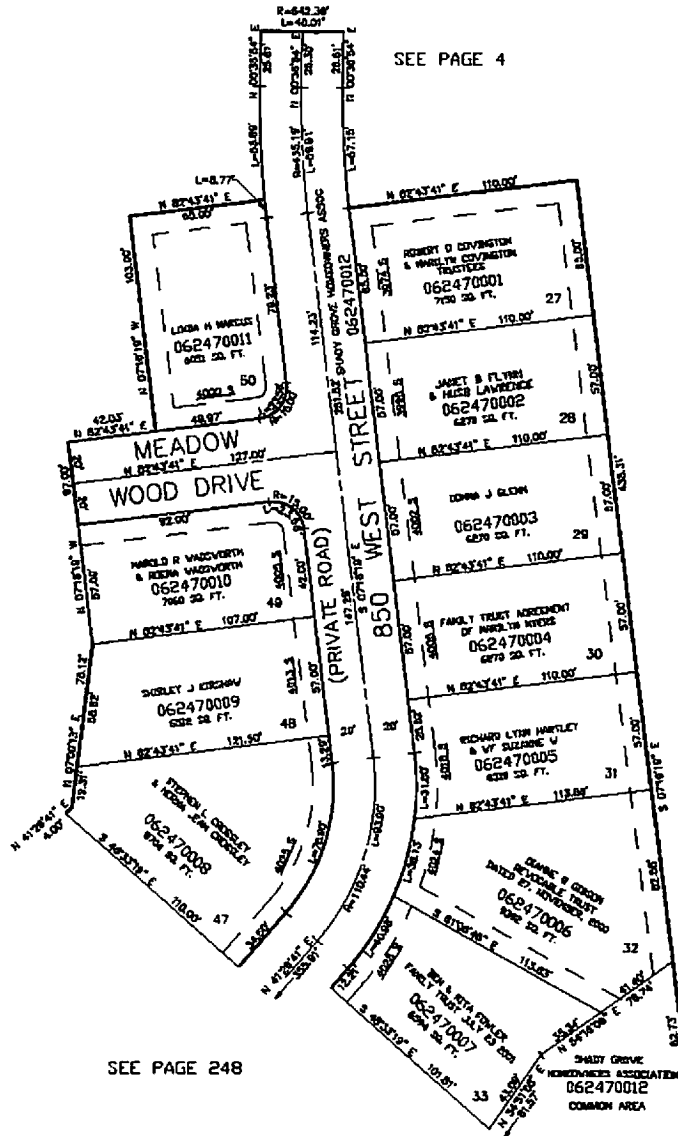
TAXING UNIT: 26

SEE PAGE 4

SEE PAGE 4

SEE PAGE 159

SEE PAGE 248



10' UTILITY & DRAINAGE EASEMENTS AS INDICATED BY DASHED LINES UNLESS SHOWN OTHERWISE.

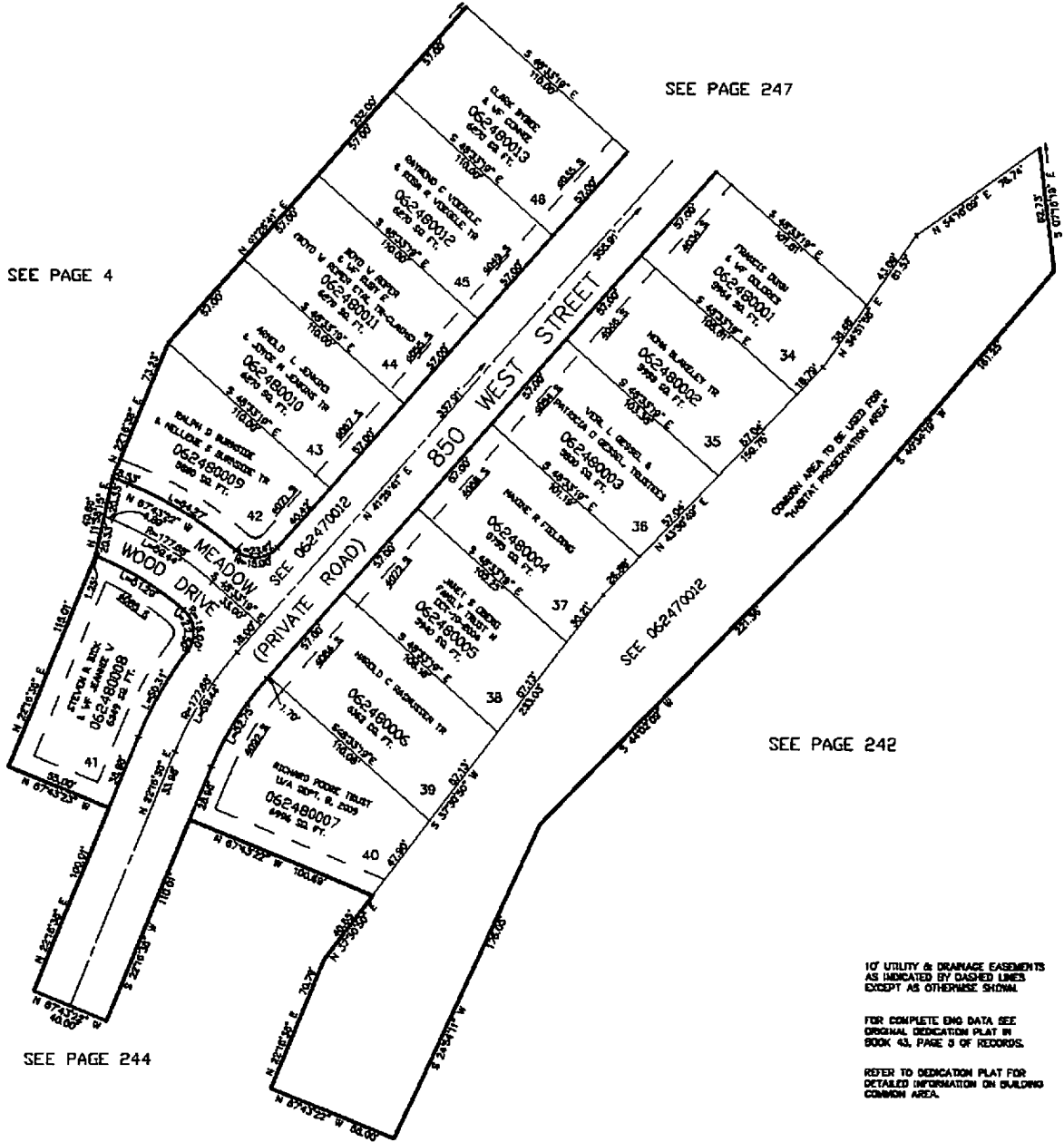
FOR COMPLETE ENR DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 43, PAGE 5 OF RECORDS.

REFER TO DEDICATION PLAT FOR DETAILED INFORMATION ON BUILDING ENVELOPES, EASEMENTS, AND COMMON AREA.

PART OF THE N.W. 1/4 OF SEC. 7, T.5N., R.1W., S.L.B. & M.  
SHADY GROVE PHASE 2 SUBDIVISION  
A PLANNED RESIDENTIAL UNIT DEVELOPMENT

TAXING UNIT: 26

IN RIVERDALE CITY  
SCALE 1" = 40'



PART OF THE N.W. 1/4, OF SECTION 7, T.5N., R.1W., S.L.B. & M.  
SHADY GROVE PHASE 3 SUBDIVISION P.R.U.D.

IN RIVERDALE CITY

TAXING UNIT: 26

SCALE 1" = 80'

SEE PAGE 4

SEE PAGE 4

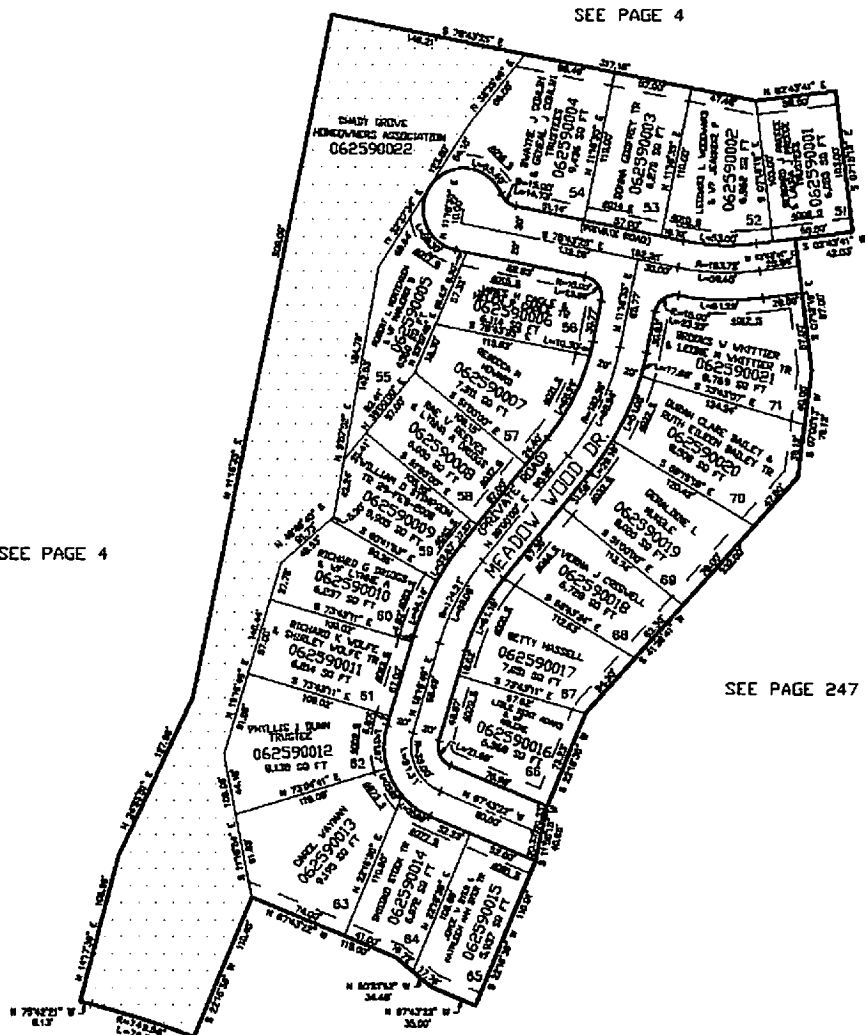
SEE PAGE 247 & 248

SEE PAGE 4

BY UTILITY & DRAINAGE EASEMENTS EACH  
SIDE OF PROPERTY LINES AS INDICATED  
BY DASHED LINES EXCEPT AS OTHERWISE  
SHOWN.

FOR COMPLETE ENG DATA SEE  
ORIGINAL DEDICATION PLAY IN  
BOOK 44, PAGE 97 OF RECORDS.

COMMON AREA TO BE USED  
FOR "HABITAT PRESERVATION AREA".  
SEE ORIGINAL DEDICATION PLAY FOR  
RESTRICTIONS.



**EXHIBIT "C"**

**BYLAWS**



**BYLAWS**  
**FOR**  
**SHADY GROVE**  
**OWNERS ASSOCIATION, INC.**

The following are adopted as the administrative Bylaws of Shady Grove Owners Association, Inc.

**ARTICLE I**  
**PLAN OF LOT OWNERSHIP AND INCORPORATION**

- 1.1 **Submission.** These Bylaws are adopted by the owners of lots in Shady Grove after having first been voted and approved by the Shady Grove lot owners. These Bylaws shall govern the administration of Shady Grove Owners Association.
- 1.2 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Enabling Declaration or any amendments thereto, the latter shall in all instances govern and control.
- 1.3 **Office and Registered Agent.** The Registered Agent of the Association shall be the President or Secretary of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
- 1.4 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Shady Grove shall be subject to and abide by these Bylaws.

**ARTICLE II**  
**ASSOCIATION**

- 2.1 **Composition.** The association of Owners is a mandatory association consisting of all Owners at Shady Grove.
- 2.2 **Voting.** Each Owner shall have an equal number of votes.

- 2.3 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.
- 2.4 **Annual Meeting.** Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 7:00 o'clock p.m. on the second Tuesday of November of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
- 2.5 **Special Meetings.** The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- 2.6 **Notice of Meeting.** It shall be the duty of the Secretary to give notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his respective lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.
- 2.7 **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.
- a) 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.
  - b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the 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.

- c) 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.

**2.8 Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments due.

**2.9 Proxies.** The votes appertaining to any lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Owners or the legal representative of an Organizational Owner may be proxies.

**2.10 Quorum.** A majority of the members (51% or more) of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any 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. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

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

- a) roll call to determine quorum status;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special Boards, if any;
- f) appointment of inspectors of election, if applicable;
- g) election of Board Members, if applicable;
- h) unfinished business; and
- i) new business.

2.12 **Conduct of Meeting.** The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

### ARTICLE III BOARD OF DIRECTORS

3.1 **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) Determining the annual assessment of each Owner;
- c) Managing the Association;
- d) Maintaining the Common Areas and Facilities;
- e) Collecting the Assessments;
- f) Depositing the collections into a federally insured interest-bearing account or accounts;
- g) Adopting and amending rules and regulations;
- h) Enforcing the Project Documents;
- i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- k) Commencing legal action when necessary;
- l) Purchasing and maintaining insurance for the Association and the Board;
- m) Paying the cost of all services rendered to the Project and not billed directly to Owners of individual Lots.
- n) Keeping books and records of the Association;

- o) Providing common utility services as needed;
  - p) Paying any amount necessary to discharge any mechanic=s or materialman=s lien or other encumbrance levied against the Common Area or Facilities;
  - q) Giving notice of alleged violations of the Project Documents and providing the alleged violator the opportunity to be heard;
  - r) Levying fines, sanctions and citations;
  - s) Making emergency repairs;
  - t) Towing or impounding motor vehicles;
  - u) Evicting non-Owner residents in material violation of the Project Documents or who have created and failed to abate a nuisance; and
  - v) Doing such other things and acts necessary to accomplish the foregoing.
- 3.2 **Composition of Board of Directors.** The Board of Directors shall be composed of at least five (5) but not more than seven (7) members of the Association.
- 3.3 **Qualification.** Only individual Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership. Only one owner per lot shall serve on the Board at any given same time.
- 3.4 **Election and Term of Office of the Board.** The term of office of membership on the Board shall be one (1) year and each member shall serve on the Board until such time as his successor is duly qualified and elected.
- 3.5 **Initial Organizational Meeting.** The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.
- 3.6 **Regular Meetings.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than monthly.
- 3.7 **Special Meetings.** Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by telephone or electronic means, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.
- 3.8 **Waiver of Notice.** Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **Quorum.** At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the

Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no shorter than two (2) days nor more than 5 days and give notice of the rescheduled meeting to the members not in attendance. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

- 3.10 **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.
- 3.11 **Removal of Board Member.** A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.
- 3.12 **Compensation.** Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.
- 3.13 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:
- a) **Open Meetings.** A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

- b) **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
- c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
- d) **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV NOMINATION AND ELECTION OF BOARD MEMBERS

- 4.1 **Nomination Process.** The process for the nomination and election of the Board of Directors shall proceed as set forth herein.
- 4.2 **Nominating Committee.** Nominations for election to the Board shall be made by a Nominating Committee, whose purpose is to seek out and locate qualified individuals as candidates for election to the Association's Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a member of the existing Board, and three or more additional members of the Association, who may or may not be current members of the Board. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Association at which an election will be held. The Nominating Committee shall serve for a term of one year. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of vacant Board seats to be filled. The Nominating Committee may notify members that it is seeking qualified candidates and interview all candidates interested in serving on the Board to determine if, in the Nominating Committee's sole discretion, the potential candidate has the proper demeanor, experience, ability and character to serve the interests of the Association if elected. The Nominating Committee shall submit to the Board those names as candidates which a majority of the Nominating Committee recommend be placed on the Association ballot. Those nominated as candidates shall have the opportunity to communicate their qualifications to the members and to solicit votes.
- 4.3 **Nomination Approval.** Anyone nominated as a candidate prior to or at the Association's election meeting should have first granted their approval and affirmatively stated that he or she is willing to serve for the term if elected.
- 4.4 **Nominations.** The names of the candidates recommended by the Nominating Committee shall be included in the Notice of the annual meeting sent to members of the Association, and may be included on proxy and absentee ballots sent to members. Write-in candidates

are permitted. Nominations may also be received from members of the Association from the floor at the annual meeting of the members.

- 4.5 **Election.** At the annual meeting for the election of new Board members, the Board shall prepare and distribute a ballot to each owner. Owners who do not attend the meeting may vote by proxy ballot or by written ballot. Each lot is entitled to vote as provided in the Declaration and Bylaws. Voting shall be by secret ballot only if required by the Declaration

## ARTICLE V OFFICERS

- 5.1 **Designation.** The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.
- 5.2 **Election of Officers.** The officers of the Association shall be elected by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.
- 5.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
- 5.4 **President.** The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.
- 5.5 **Vice-president.** The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.
- 5.6 **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the



Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

- 5.7 **Treasurer.** The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

#### **ARTICLE VI FISCAL YEAR**

- 6.1 The fiscal year of the Association shall be the calendar year consisting of the twelve-month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

#### **ARTICLE VII AMENDMENT TO BYLAWS**

- 7.1 **Amendments.** These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety-day period.

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

- 8.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Enabling Declaration.
- 8.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Enabling Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.

- 8.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, 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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.