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Amended and Restated Declaration
of
Covenants, Conditions & Restrictions
for
Pearwood Park
A Planned Unit Development

April 2019

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**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
FOR**

PEARWOOD PARK
A PLANNED UNIT DEVELOPMENT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (“Restated Declaration”) for Pearwood Park PUD (“Pearwood Park”) is made and executed on the date signed below, by the Pearwood Park Home Owners Association (“Association”) through its duly elected Management Committee and after a vote of the members who are record owners of the units.

RECITALS

WHEREAS, Pearwood Park was created by the Declaration of Covenants, Conditions and Restrictions of Pearwood Park, a Planned Unit Development (“Enabling Declaration”), recorded in the office of the Weber County Recorder on January 25, 1994, as entry number 1270739; and

WHEREAS, the Enabling Declaration was amended, restated and replaced by the Amended Declaration of Covenants, Conditions & Restrictions for Pearwood Park, a Planned Unit Development and Amended Bylaws (“2003 Declaration”), which was recorded in the office of the Weber County Recorder on January 10, 2003, as entry number 1903701; and

WHEREAS, the Pearwood Park unit owners desire to amend, restate and replace the 2003 Declaration, any amendments to the 2003 Declaration, and any other declaration that governs or controls Pearwood Park, for the purpose of updating and modifying the restrictive covenants in effect at Pearwood Park; and

WHEREAS, the Pearwood Park Home Owners Association was created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of the Project subject hereto and is operated in accordance with this Restated Declaration and the Bylaws of the Association, which are also being amended and are attached hereto as Exhibit “B.” This Restated Declaration, the Bylaws, the Articles of Incorporation and all other rules or regulations adopted by the Management Committee shall collectively be referred to herein as the “Governing Documents.”

WHEREAS, the Unit Owners of Pearwood Park desire to (1) preserve and enhance the quality of life at Pearwood Park, (2) prevent disregard for the welfare and consideration of others, (3) minimize nuisances and inconvenience to the residents of Pearwood Park, (4) eliminate

confusion regarding the documents that govern Pearwood Park, and (5) enforce the governing documents of the association more consistently, fairly and economically.

NOW THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Unit Owners that this Restated Declaration replace all prior declarations and amendments, including the Enabling Declaration, the 2003 Declaration, and any other documents that previously governed the Project, and that this Restated Declaration be the sole set of restrictive covenants governing the Project. 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 the Pearwood Park Home Owners Association, a Utah nonprofit corporation; and any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify the legal status of the Project.

This Restated Declaration shall become effective upon recording.

ARTICLE I DEFINITIONS

When used in this Restated Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

- 1.1 **"Act"** shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.
- 1.2 **"Association of Unit Owners"** or **"Association"** shall mean and refer to Owners of Units as organized herein.
- 1.3 **"Building"** shall mean and refer to a physical structure containing a Unit.
- 1.4 **"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.
- 1.5 **"Common Areas and Facilities"** or **"Common Area"** shall mean and refer to and include:
 - a. The Property and the interests in real property which the Enabling Declaration submitted to the terms of the Covenants, Conditions and Restrictions contained therein. The Common Area does not include Lots & the Units built thereon.

- b. All Common Areas and Facilities designated as such on the various Plat Maps.
- c. All Limited Common Areas and Facilities.
- d. All improvements which comprise a part of the Project, and any amenities which are designated for the use of more than one Unit, if any.
- e. All Installations for and all equipment connected with the furnishing of utility services such as electricity, gas, water and sewer, which are located outside a unit and outside the Lot the Unit is located on.
- f. The Project's outdoor lighting, fences, landscaping, sidewalks, open parking spaces, driveways and access ways. Patio fences and personal storage sheds that are built by a Unit Owner and/or used solely by a Unit Owner shall not be part of the Common Area and shall not be maintained by the Association.
- g. All portions of the Project not specifically included within the individual Units or Lots.
- h. All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety and management.

1.6 **“Common Expenses”** shall mean and refer to:

- a. All sums lawfully assessed against the Owners;
- b. Expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities;
- c. Expenses allocated by the Association;
- d. Expenses agreed upon as common expenses by the Association; and
- e. Expenses agreed upon as common expenses by the Governing Documents.

1.7 **“Restated Declaration” or “Declaration”** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pearwood Park, as the same is hereinafter modified, amended, supplemented or expanded in accordance with law and the provisions hereof.

1.8 **“Limited Common Areas and Facilities” or “Limited Common Areas”** shall mean and refer to those Common Areas and Facilities designated in the Enabling Declaration, in the

Subdivision Map, or in this Restated Declaration as reserved for the use of owners of a certain Unit to the exclusion of owners of other Units. Limited Common Areas includes patios which are immediately adjacent to a Unit. Patio fences shall not be part of the Limited Common Area and shall not be maintained by the Association. Patio fences are only permitted on one side of a patio. Front Porches are not Common Area or Limited Common Area but are part of the Lot upon which a Unit.

- 1.9 **“Lot”** shall mean and refer to any plot of land shown upon the recorded subdivision map of the Project and excludes all Common Area.
- 1.10 **“Management Committee” or “Committee”** shall mean and refer to the Management Committee of the Pearwood Park Home Owners Association .
- 1.11 **“Project”** shall mean all Lots, Units and Common Areas, collectively.
- 1.12 **“Property”** shall mean the real property included within the Project, including Common Area and Limited Common Area and excluding Lots.
- 1.13 **“Subdivision Map,” “Plat Map” or “Map”** shall mean and refer to the map(s) filed for record for the various phases of Pearwood Park PUD in the Weber County Records Office.
- 1.14 **“Tract”** shall mean, refer to, and consist of the real property which has been submitted to the terms this Restated Declaration.
- 1.15 **“Unit”** shall mean and refer to each separate residence owned by a Unit Owner.
- 1.16 **“Unit Number”** shall mean and refer to the number, letter, or combination thereof, which designates a Unit on the Subdivision Map.
- 1.17 **“Unit Owner” or “Owner”** shall mean and refer to the person(s) or entity(ies) holding fee simple title or an undivided fee interest in a Unit. Notwithstanding any application or theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

ARTICLE II SUBMISSION

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Restated Declaration consists of the real property situated in Weber County, State of Utah, described in Exhibit “A” attached hereto and by this reference made a part

hereof, together with (i) all improvements on or comprising a part of the Common Area of the above-described parcel of real property; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to or accompanying the above-described parcel of real property; and (iii) all articles of personal property intended for use in connection with said parcel.

**ARTICLE III
PROPERTY DESCRIPTION**

- 3.1 **Description of Improvements.** The improvements included in the Project are located upon the Tract. The significant improvements contained in the project include: Road improvements paved with asphalt and concrete, curb and gutter, sidewalks, storm drainage, single family residential units, fencing, landscaping, sprinkler system, parking for visitors, and parking for recreational or utility vehicles of unit owners.
- 3.2 **Descriptions and Legal Status of Units.** The Subdivision Map shows the Unit Number of each Unit, its location, dimensions from which its size can be determined, and the Common Areas and Facilities to which it has immediate access. Each Unit shall be capable of being separately owned, encumbered and conveyed. The undivided ownership interest in the Common Areas and Facilities appurtenant to a Unit may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Part 12 of Title 78b, Utah Code Annotated, as amended. The immediately foregoing sentence shall not prejudice or otherwise affect the rights set forth in this Restated Declaration in the event of Substantial Destruction, Condemnation, or Obsolescence (as defined in Article X below). There shall not be any restrictions upon any Unit Owners right of ingress to and egress from his Unit.
- 3.3 **Unit Numbers and Undivided Interests.** Each Unit is housed in a Building and located on a Lot. The percentage of undivided ownership interest in the Common Areas and Facilities of the Project which is appurtenant to a Unit is .96 %, which is calculated by dividing the number of Units contained in the Project (104) into 100. Each Unit shall has an equal and undivided interest in the Common Area with all other Units.
- 3.4 **Limited Common Area.** The Limited Common Areas, which are contained in the Project consist of all the following: patios, if any, attached or adjacent to a Unit. The exclusive use of each patio is reserved to the Unit which it adjoins, with which it is associated, or as designated on the Subdivision Map.
- 3.5 **Conveying a Unit.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ contained within the Pearwood Park Project, as the same is

identified in the Subdivision Map recorded in Weber County, Utah, as entry No. _____ (as said Subdivision Map may have heretofore been amended or supplemented. And in the Declaration of Pearwood Park PUD PROJECT recorded in Weber County, Utah, as entry No. _____ in Book _____, Page _____, (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Area and Facilities which is appurtenant to said Unit (the reference Declaration of PUD providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates) as more particularly described in said Declaration.

Whether or not description employed in any such Instrument is in the above-specified form, however, all provisions of this Restated Declaration shall be binding upon and shall insure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas and Facilities, nor the right of exclusive use of a Limited Common Area and Facility, shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the Instrument of transfer, such percentage of undivided owners, interest and such right of exclusive use shall automatically accompany the transfer of the Units to which they relate.

- 3.6 **Encroachments.** In the event that any portion of the Common Area, or a part of the Limited Common Area of a Unit, and/or a Building encroaches or comes to encroach on the Common Area, another Limited Common Area, another Unit, and/or another Building, as a result of construction, reconstruction, repair, shifting, settlement or movement of any of the foregoing, an easement for such encroachment and for the maintenance of the same is created hereby and shall exist so long as such exists.

ARTICLE IV USE RESTRICTIONS

- 4.1 **Single Family Housing.** All Units are intended to be used for single family residential housing and are restricted to such use. Not more than one "single family" may occupy a Unit at any time. The definition of "single family" includes the following individuals who may be related by marriage or by blood: children and step-children, parents and step-parents, brothers and sisters, grand-parents and grandchildren. A Unit Owner may not rent or allow occupancy to any portion of their Unit to more than two unrelated people. No Unit shall be used, occupied, or altered in violation of law, including zoning laws, or so as to detract from the appearance or value of any other Unit, so as to create a nuisance or to interfere with the rights of any Unit owner, or in any way which would result in the increase in the cost of any insurance covering the Project as a whole.
- 4.2 **Nuisances.** No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any lot or the Common Area, nor shall

anything be done therein which may be or become an unreasonable annoyance or a nuisance to other Unit Owners. No loud noises or noxious odors shall be permitted on the Project and the Management Committee shall have the right to determine, in accordance with this Restated Declaration if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power tools off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any owner, shall be located, used or placed on any portion of the Common Area or Unit, or exposed to the view of other owners without the prior written approval of the Management Committee.

4.3 **Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Project or any lot, without the prior written consent of the Management Committee, except one sign for each dwelling Unit of no more than three (3) feet by two (2) feet advertising the property for sale.

4.4 **Trash.**

- a. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, and no odor shall be permitted to arise there from so as to render the Project or any portion thereof unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- b. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed for such use and located within Limited Common Areas.
- c. No clothing or household fabrics shall be hung, dried or aired in such a way in the Project, as to be visible to other property.
- d. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Project except within an established garbage receptacle.
- e. Dumpsters are only for household garbage, limbs, dead plants and similar items. Discarded appliances, furniture, clothing, etc, are not to be placed in dumpsters as they will increase the cost to the Association for trash removal. No garbage or trash should be left outside a dumpster as it will not be picked up by the waste disposal service and attracts rodents to the area.

4.5 **Temporary Buildings.** No outbuildings, basement, tent, shack, shed or other building or improvement of any kind shall be placed upon any portion of the Project either temporarily or permanently unless approved by the Architectural Committee. No garage, trailer,

camper, motor home or recreational vehicle shall be used as a residence in the Project, either temporarily or permanently.

4.6 **Parking and Vehicular Restrictions.**

- a. No owner of a Unit shall park, store or keep any vehicle except within the areas designed for such, (driveways and designated off street parking). No owner shall park, store or keep on any property or street (public or private) within the project, any large commercial type vehicle (dump truck, cement mixer, oil or gas truck, delivery truck, or any other vehicular equipment, mobile or otherwise), which may (i) interfere with access to Unit or to areas in or around the project, (ii) damage the roadways, asphalt or gutters, or (iii) be a nuisance as determined by the Management Committee. The above excludes small pickup trucks used for everyday type transportation, which may be parked in a driveway, or other designated off street parking.
- b. No recreational vehicle shall be stored on the property, except in the established RV parking area. Recreational vehicles may be allowed to park in areas outside of the RV parking area for a period of not more than 24 hours, before and after use, within the Project, providing the vehicle does not interfere with any other owners use of or access to the Project. The 24 hour period before and after shall be used to allow the owner to clean, load and unload their vehicle.
- c. No owner of a Unit shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft or other vehicle, upon any portion of any Lot, Unit or upon the Common Area.

4.7 **No Businesses.** Inasmuch as the Project is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Pearwood Park, except they meet all of the Federal, State and Municipal laws, ordinances and licensing requirements, as well as complying with the Pearwood Park Restated Declaration and Bylaws. The following are some of the general requirements for home occupation licenses:

- a. Customers, patrons, guests, clients or individuals may come to residences for business activity on a very limited scale and no more than one person at a time;
- b. No products may be sold or delivered from the residence;
- c. Only services such as consulting, tax preparation, computer or internet businesses may be provided at the residence as limited by Ogden City ordinance;
- d. Any vehicles used in the business must comply with the Association parking rules; and

- e. No business activities may be conducted between the hours of 10:00 p.m. and 8:00 a.m.

4.8 **Other Restrictions.** Without limiting the breadth of any restrictions in this Article IV, the following additional restrictions shall apply in the Project:

- a. Aluminum foil, newspapers, or any other similar materials may not be used to cover the windows in any Unit.
- b. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Unit.
- c. No automobile or other vehicle shall be parked in front of a driveway or walkway, or at any location within the project which impairs or tends to impair vehicular or pedestrian access within the project or to and from its various parts.
- d. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or fixed by any Owner at any location within the Common Area or at any location within each Unit visible from the Common Area without the prior written consent of the Management Committee.
- e. No sidewalk, entrance, passage, vestibule, or area comprising a part of a Common Area (other than Limited Common Areas) may be obstructed or encumbered or used for any purpose other than ingress and egress to and from Unit.
- f. No garments, rugs, other household items or wash lines of any kind may be hung, erected, or maintained outside of an Owner's Unit.
- g. No Unit Owner shall discard or permit to fall any items from the windows of his/her Unit.
- h. No articles belonging to Owners shall be kept within or upon Common Area other than Limited Common Areas associated with his/her Unit.

4.9 **Rule Adoption.** As authorized in the Act, the Management Committee is authorized to adopt policies and/or rules and regulations governing the use and maintenance of the Project and to amend such policies and/or rules and regulations by a vote of the Management Committee. Also as authorized in the Act, the Association is also permitted to assess fines against owners who violate the Association's governing documents. Notwithstanding any other language in this Restated Declaration, any rules and/or fine schedule that existed before the adoption of this Restated Declaration shall remain in full force and effect after this Restated Declaration is adopted. This Restated Declaration shall

not repeal or replace any rules of fine schedule previously adopted by the Management Committee or the Association.

**ARTICLE V
PET RESTRICTIONS**

- 5.1 **Written Approval for Pets.** House pets may be allowed upon the written approval of the Management Committee, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth herein. The Management Committee may refuse any request to admit a pet into the Project if the applicant refuses to enter into a written agreement to abide by the provisions set forth herein. Under no circumstances will the Management Committee approve an application to maintain a pet in Pearwood Park unless the resident agrees in writing to abide by the following standards:
- a. The pet will not disturb the other residents by creating an unacceptable level of noise or by creating any offensive odors. Dogs shall not be left unattended in garages, patios or balconies during a resident's absence as the dogs tend to bark excessively and disturb neighbors.
 - b. The pet will not defecate on, do damage to, or in any way disturb, the Common Area of Pearwood Park.
 - c. The pet will remain inside the resident's unit at all times it is at Pearwood Park unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
 - d. The pet will never be allowed to freely roam in the Common Area.
 - e. Cats must be kept indoors, and shall never be permitted on the Common Area. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
 - f. Whenever the pet is on the Common Area, it shall be either carried by the resident or on a leash no longer than 10 feet long.
 - g. The resident understands that the Management Committee reserves the right to require removal of any pet if it receives complaints about the pet and the Management Committee determines, in its sole discretion, that the complaints are valid.
 - h. The resident agrees that it will pay liquidated damages as set forth in the rules and fine schedule if the pet remains in a unit after its removal has been required by the Management Committee.

- 5.2 **Permitted Animals.** Other than cats and dogs, no other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or Limited Common Areas and Facilities unless they receive written approval from the Management Committee before being brought to the Project. The Management Committee has the right to refuse any application to bring an animal into Pearwood Park if it determines the animal could be a nuisance or potentially damage the Common Area. In no case will an application be approved unless the resident requesting permission to bring the animal to Pearwood Park makes the representations contained in the preceding paragraph (5.1 a-h) to the Management Committee prior to the time the animal is brought to Pearwood.
- 5.3 **Removal of Pets.** The Management Committee shall have authority to order the removal of any pet if, at any time, the resident possessing the pet fails to live up to the representations made in the application or in this amendment.
- 5.4 **Other Pet Requirements.** Pets shall be registered and have current shots in accordance with City and County Ordinances. A copy of this information shall be made available to the Management Committee within 24 hours of request. The Management Committee shall not be responsible for loss or liability of any kind whatsoever arising from or growing out of having any pet in the Common Area or within the community, including flowerbeds, grass areas, and shrubbery. Residents must immediately clean up after their pet. There shall be a limit of two (2) dogs according to City Ordinance. No more than two (2) pets shall be kept within any Unit.
- 5.5 **No Pet Nuisances.** No resident shall maintain or bring a pet to a unit that can be heard or noticed in another unit such that the sound or smell created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.

ARTICLE VI MANAGEMENT COMMITTEE

- 6.1 **Status and General Authority of Committee.** Pearwood Park shall be managed, operated, and maintained by the Management Committee on behalf of the Association. The Committee shall, in connection with its exercise of any of the powers delineated in the subparagraphs below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have and is hereby granted the following authority and powers:
- a. A right of entry upon any Unit and any Limited Common Area to affect emergency repairs, and a reasonable replacement or maintenance of the Project or any portion thereof, as necessary.

- b. The Authority, without vote or consent of the Unit Owners, Mortgages, Insurers, or guarantors of Mortgages, or any other person(s) to grant or create, on such terms as it deem advisable, reasonable permits, licenses and easements over, under, across, through the Common Area and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.
- c. The Authority to execute and record, on behalf of all the Unit Owners, any amendments to the Restated Declaration or Subdivision Map which has been approved by the vote and consent necessary to authorize such amendment.
- d. The power to sue and be sued.
- e. The authority to enter into contracts, which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement, has been obtained.
- f. The power and authority to convey and transfer any interest in real property, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- g. 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.
- h. The power and authority to add any interest in real property obtained pursuant to subparagraph (g) above to the Project so long as such action has been authorized by the necessary vote or consent.
- i. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners.
- j. The power and authority to levy and collect general and special assessments for the payment of Common expenses as provided in this Article VI.
- k. 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 on behalf of the Unit Owners.
- l. Any Instrument executed by the Management Committee that recites facts which, if

true would establish the 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.

- m. Members of the Management Committee may receive compensation for service rendered to the Association and shall be reimbursed for actual expenses incurred in performing his or her duties. Monthly compensation to members of the Management Committee shall be equal to the amount of the Association's monthly assessment. Nothing herein shall prohibit the Management from entering into a written contract with a member of the Management Committee and compensating a member of the Management Committee for additional services provided to the Association (such as accounting, bookkeeping, yard maintenance, etc.) that could normally be done by independent contractors.

6.2 **Professional Management.** The Management Committee may enter into a contract with a professional manager. Any such management agreement shall run for a reasonable period, not to exceed one year, and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate same upon not in excess of thirty days (30) written notice to the other party thereto.

6.3 **Lists of Unit Owners.** The Committee shall maintain up-to-date records showing the name of each Unit Owner and the Unit which is owned by said person. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah. The Committee may for all purposes rely on the information concerning Owner and Unit ownership, which is thus acquired by it or, at its option, the Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Weber County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Committee is otherwise notified.

6.4 **Management Committee Liability.** No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgement, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owner's unless such contract was made in bad faith or contrary to the provisions of this Restated Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth herein shall be limited to the total liability appurtenant to such Owner's undivided ownership interest in the Common Area.

**ARTICLE VII
OPERATIONS AND MAINTENANCE**

- 7.1 **Conditions and Maintenance of Units and Limited Common Areas.** Each Unit and all utility facilities, lines, ducts, and other such apparatus (including air conditioning apparatus) serving solely such Unit, shall be maintained by the Owner thereof and at their sole expense. These facilities shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his/her appurtenant patio and porch in a clean and orderly condition. The Committee shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners. All capital expenditures to repair or replace the Limited Common Areas shall be the responsibility of the Association and shall be paid for as part of the Common Expenses.
- 7.2 **Common Area Maintenance.** The Management Committee shall, as a portion of the Common Expenses, pay for, or provide for the payment of all utility services furnished to the Project, which utility services are not separately metered and billed to individual Units by the utility or other party furnishing such service. Except as otherwise provided in this Article VII, the Committee shall provide for the maintenance and operation of the Common Areas and Limited Common Areas and Facilities as may be reasonably necessary to make them available for usage in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair.
- 7.3 **Exterior Maintenance.** The Association shall provide exterior maintenance for each Building containing a Unit, which maintenance includes only the following: painting, maintenance and repair of exterior building surface walls; repair, maintenance and replacement of roofs, gutters and downspouts; maintenance and replacement of trees, shrubs, grass, sidewalks and driveways. Units that have flower beds are solely responsible for the maintenance and weeding of the flower beds. If a Unit Owner ceases to use a garden area for gardening, the Unit Owner at his or her expense shall restore the area to grass or shrubs as directed by the Management Committee. The Association shall not be responsible for glass replacement of exterior windows or screens.
- 7.4 **Swamp Cooler and Air Conditioning Maintenance.** The Association shall be responsible for maintenance of the swamp coolers, which includes the following: winterizing the air conditioning units and preparing them for operation in the Spring; replacing parts and paying the labor costs associated with the replacement of parts (however each Unit Owner is responsible for paying the cost of the swamp cooler parts, including the costs of buying a new swamp cooler, motor or pump if necessary). Unit Owners are responsible for all maintenance and replacement costs and labor associated with the those parts of all swamp coolers that are below the roof, including the water lines below the roof and draining those water lines. The attics of each Unit are the sole

responsibility of the Unit Owner. The Association shall not be responsible for the maintenance, replacement or repair of any central air conditioning units. A Unit must obtain written consent from the Management Committee before installing any central air conditioning unit.

- 7.5 **Damage to Buildings or Common Area.** Damage caused to a Building or to the Common Area by or through the willful or negligent act of a Unit Owner, or his guests, invitees, tenants or family members, shall be the responsibility of the Unit Owner. If the Association incurs any cost or expense in maintaining or repairing a Building or Common Area thus damaged, the responsible Unit Owner shall be assessed the cost or expense incurred by the Association. The cost or expense incurred by the Association shall become that Unit Owner's responsibility.

ARTICLE VIII ASSESSMENTS

- 8.1 **Covenant to pay Proportionate Share of Common Expenses.** Each Unit Owner by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in the deed or document, shall be deemed to covenant and agree with each other to pay to the Association his share of the Common Expenses and any assessments established by the Management Committee for the purposes provided in this Restated Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder and shall include annual and special assessments. The annual and special assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The obligation for an assessment shall pass to a successor in title as a lien against the property unless the lien is foreclosed or otherwise released by operation of law.
- 8.2 **Uniform Rate of Assessment.** All assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly basis. No Unit or Unit Owner may avoid payment or may be excused from payment of any assessment as the result of non-use or waiver of use, nor shall any Unit or Unit Owner be entitled to a set-off as the result of a claim he or she has against the Association. The Units that do not have individual water meters and have their water bill paid as part of their common expense (units #63 through #104) shall be assessed an additional amount each month to cover their water usage. The amount of the additional monthly payment shall be calculated by the Management Committee. Units #1 through #62 are individually metered and pay their own water bill and shall not be assessed an additional amount for water usage.
- 8.3 **Budget.** Before December 31 of each year the 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 January 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 the reserve required under the second Paragraph of this Section. The total of such expenses shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest (subject, however, to the provisions which appears at the end of this paragraph).

- 8.4 **Monthly Assessments.** Prior to the fifteenth (15th) day of each month during the fiscal year covered by the budget, each Unit Owner shall pay to the Management Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If the aggregate of monthly payments attributable to all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Units may be altered by the Committee so long as the method it adopts is consistent with good accounting practice and required that the portion of Common Expenses borne by each Unit during a 12 month period be determined on the basis of its appurtenant undivided ownership interest as it may from time to time be adjusted in accordance with this Restated Declaration.
- 8.5 **No Offsets.** No Unit Owner may claim an offset of the assessment he owes to the Association as the result of a claim he may have against the Association, nor may a Unit Owner waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of his Unit or Lot.
- 8.6 **Reserve Fund.** The Committee shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Areas and Facilities and those Limited Common Areas, which the Committee is obligated to maintain, and to cover any deductible amounts under the insurance policies required in this Article. As provided in the immediately foregoing Paragraph, such fund shall be maintained out of regular monthly payments of Common Expenses. Such fund shall be maintained in a reasonably liquid, interest bearing investment or account as determined by the Management Committee.
- 8.7 **Remedies for Nonpayment.**
- a. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the Unit itself. The personal obligation of an Owner to pay his share of the Common Expenses shall pass to successors in title who voluntarily receive title to the Unit.

- b. Should any Unit Owner fail to pay his share of the monthly Common Expenses by the 15th of each month, the delinquent payment shall be subject to a late fee as set by the Management Committee. A new late fee may be changed for each month an Owner continues to be delinquent in the payment of any Common Expense or late fee. Furthermore, all delinquent payments, and the associated late fees, shall bear interest at the rate of twelve percent (12%) per annum. The interest may be compounded monthly. Payments received from Owners shall be applied first to accrued interest, then to late fees, then to costs of collection (including attorney fees), and then to the past due assessment. The Committee may enforce any remedy provided in this Restated Declaration or otherwise available for collection of delinquent Common Expenses assessments.
- c. If any Unit Owner fails or refuses to make any payment of Common Expenses when due, the amount thereof shall be, constitute, and remain a charge and continuing lien upon the Unit and shall be the personal obligation of each person who is an Owner of such Unit at the time the Common Expense assessment falls due. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and reasonable attorneys fees. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.
- d. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. A voluntary sale or transfer of any Lot or Unit shall not affect the assessment lien.

ARTICLE IX INSURANCE

- 9.1 **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the insurance coverage provided herein by companies licensed to do business in the State of Utah.
- 9.2 **The Association Subject to Insurance Provisions of the Community Association Act.** As authorized by U.C.A. 57-8a-402(4)(a) of the Act, the Lot Owners at Pearwood Park hereby subject the Association and the Lots, buildings and Units within Pearwood Park to the provisions of the Act wherein the Association shall maintain property insurance on the physical structure of all attached dwellings, Units and Common Areas in the Project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, as provided in U.C.A. 57-8a-403(1)(a). The Association hereby incorporates the provisions of the Act as set forth in U.C.A 57-8a-401 through 407. The Association shall determine the amount of the Association's insurance deductible as in

the Management Committee's opinion is consistent with good business practice.

- 9.3 **Owner's Personal Insurance.** The Association shall not be responsible for nor purchase insurance coverage on the contents of the Units except as such coverage is provided by the Act. Each Owner is required to obtain insurance (renter's or Unit Owner's coverage) for their own protection and benefit and as a requirement of any loan they may have on their Unit, which Owner's insurance is for the purpose of insuring the Owner's personal property, the Owner's share of any Association deductible for which the Owner may be responsible, and for any other insurable event or item not covered under the provisions of the Association's insurance policy as provided in the Act. The Association shall not be required to monitor or verify that Owners have purchased an individual insurance policy to insure against the liabilities described herein.
- 9.4 **Primary Coverage and Deductible.** If a loss occurs that is covered by the Association's property insurance policy and a Lot Owner's property insurance policy, the Association's policy provides primary insurance coverage and the Lot Owner is responsible for the Association's policy deductible, as set forth in U.C.A. 57-8a-405.
- 9.5 **Notice by Association to Lot Owners.** The Association shall provide fair and reasonable notice to each Lot Owner of the Lot Owner's obligation under the preceding subsection for the Association's policy deductible and of any change in the amount of the deductible.
- 9.6 **Public Liability and Property Damage Insurance.** The Association shall obtain comprehensive public liability insurance coverage for the Project in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all reasonably insurable activities in connection with the ownership, operation, maintenance, and other use of the Project.
- 9.7 **Worker's Compensation Insurance.** The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.
- 9.8 **Fidelity Insurance or Bond.** The Association shall obtain fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery. In no event may the amount of such bonds be less than the greater of: (i) a sum equal to three months' aggregate assessment on all Units plus reserve funds; and (ii) a sum equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project.

- 9.9 **Additional Coverage.** The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required or permitted by the Act or by this Restated Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.
- 9.10 **Adjustment and Contribution.** Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association.
- 9.11 **Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

ARTICLE X DESTRUCTION, CONDEMNATION, AND OBSOLESCENCE

- 10.1 **Definitions.** The provisions of this Section and of the following Sections shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in such Sections each of the following terms have the meaning indicated:
- a. **Destruction:** “Substantial Destruction” shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. “Partial Destruction” shall mean any other damage or destruction to the Project or any part thereof.
 - b. **Condemnation:** “Substantial Condemnation” shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs or Restoration over Available Fund is twenty-five percent (25%) or more of the estimated Restored Value of the Project. “Partial Condemnation” shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.
 - c. **Obsolescence:** “Substantial Obsolescence” shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is Twenty-five percent (25%) or more of the estimated Restored Value of the Project. “Partial Obsolescence” shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.
 - d. **Restoration:** “Restoration shall mean restoration of the Project, to the extent

reasonably possible, in accordance with the Restated Declaration, the Subdivision Map, and the original plans and specification for the Project and to a condition in which the Project existed prior to the damage or destruction concerned; and to the extent not so possibly “Restoration” shall mean restoration of the Project to an attractive, sound, and desirable condition. Any “Restoration” not in accordance with the Restated Declaration, the Subdivision Map, and the original plans and specifications for the Project shall require the consent of Eligible Mortgages holding Mortgages on Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Area and Facilities which is then subject to Mortgages held by Eligible Mortgages.

- e. **Restored Value:** “Restored Value” shall mean the value of the Project after Restoration.
- f. **Estimated Costs of Restoration:** “Estimated Costs of Restoration” shall mean the estimated costs of Restoration.
- g. **Available Funds:** “Available Funds” shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee and Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including Mortgages, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Unit for the condemnation or taking of the Unit in which they are interested.

10.2 **Determination by Committee.** Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations, the Committee may retain and rely upon one or more qualified appraisers or other professionals.

10.3 **Restoration of Project.** Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of a Partial Destruction, Partial Condemnation or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project’s undivided ownership interest and is further consented to by Eligible Mortgages holding Mortgages on Units which have appurtenant at least

fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence occurred, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of the Restated Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Area. Payments to any Owner who's Unit is the subject of a Mortgage shall be made jointly to such owner and the interested Mortgagees. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Area. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a PUD project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units in accordance with the method set forth in this Article X.

- 10.4 **Sale of Project.** Unless Restoration is accomplished in accordance with the foregoing Section, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence, In the event of such sale, PUD Ownership under this Restated Declaration and the Subdivision Map shall terminate and the proceeds of sale and any respective undivided interests in the Common Area. Payment to any Owner whose Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.
- 10.5 **Authority of Committee to Represent Owners in Condemnation.** The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all, or any part of, the Common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners and their mortgages as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Unit therein whenever Restoration or sale, as the case may be, is undertaken as therein above provided. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments, which may be necessary or appropriate for Restoration or sale, as the case may be.

**ARTICLE XI
CONSENT IN LIEU OF VOTE**

- 11.1 **Written Consent.** In any case in which this Restated Declaration or the Bylaws require the vote of a stated percentage of the Project's undivided Ownership interest for authorization or approval of an act or a transaction(including amendments to this Restated Declaration), such requirements may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions will govern any application of this Section:
- a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any owner.
 - b. Any change in ownership of a Condemnation Unit, which occurs after consent has been obtained from the Owner having an interest therein, shall not be considered or taken into account for any purpose.
 - c. Unless the consent of all Owners having an interest in the same Unit is secured, the consent of none of such Owners shall be effective.

**ARTICLE XII
PARTY WALLS**

- 12.1 **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Living Units upon the Property and placed on the dividing line between two Lots shall constitute a party wall, and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 12.2 **Repair and Maintenance.** Each Unit may share one or more party wall, a common roof, a common exterior back wall, and a common exterior front wall, with an adjacent Unit. The Owners acknowledge that certain repairs or maintenance to the roof or exterior walls of the Units may become necessary, which repairs or maintenance cannot be performed on one Unit only, but may necessarily involve the other attached Unit. Therefore, all repairs to the roof and to the surface of the exterior walls of all Units will be made by the Association out of Association funds.
- 12.3 **Destruction of Party Wall, Common Roof or Exterior.** If a party wall or common improvement is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Association to a condition equal to or better than immediately prior to the damage, and the negligent Owner or Owner at fault shall

reimburse the Association for any and all costs incurred by the Association to cure the damage. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Units, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units. Should a common roof or any part of the exterior wall(s) be damaged or destroyed by any cause other than by fault or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired by the Association to a condition equal to or better than immediately prior to the damage, at the expense of the Association, provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units.

ARTICLE XIII ARCHITECTURAL COMMITTEE

- 13.1 **Organization of the Design Committee.** The Architectural Control Committee (“Design Committee”) members shall be appointed by the Management Committee and shall hold office until such time as he/she has resigned, has been removed, or his/her successor has been appointed. The Management Committee shall have the right to appoint and remove any and all members of the Design Committee at any time with cause. The Design Committee shall consist of not fewer than three (3) members. The members of the Design Committee must be Owners. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Management Committee the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.
- 13.2 **Actions Requiring Approval.** No fence, wall, Living Unit, accessory building, storage shed, or addition to a Living Unit, or landscaping or other improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.
- 13.3 **Standard of Design Review.** Before granting of any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Restated Declaration and all further architectural standards promulgated from time to time by the Management Committee and (b) provide for a structure, alteration, landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

- 13.4 **Design Committee Rules and Architectural Standards.** The Management Committee may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the details to be shown on plans and specifications, and design guidelines consistent with this Restated Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.
- 13.5 **Approval Procedure.** The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.
- 13.6 **Variance Procedure.** If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Management Committee. The Management Committee shall approve or disapprove the request for variance in writing. If the Management Committee fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.
- 13.7 **Nonwaiver.** The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.
- 13.8 **Completion of Construction.** Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.
- 13.9 **Disclaimer of Liability.** Neither the Design Committee nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

13.10 **Review.** The Management Committee shall review all approvals granted by the Architectural Committee prior to the time the proposal shall be granted authorization to proceed. If the Architectural Committee denies a proposal the applicant may appeal the denial to the Management Committee within 30 days. The appeal must be in writing and cite the specific errors the applicant alleges were made by the Architectural Committee.

ARTICLE XIV RENTAL RESTRICTIONS

WHEREAS, the Unit Owners within Pearwood Park desire to preserve and enhance the quality of life at Pearwood Park and have purchased their Units at Pearwood Park for the purpose of using their Unit as an Owner occupied single family residence; and

WHEREAS, the Unit Owners believe the planned unit development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are Owners or renters and are committed to the long-term welfare and good of the community; and

WHEREAS, the Unit Owners realize that the value of their Units are directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-Owner occupied Units that can exist in a planned unit development; and further, when too high a percentage of non-Owner occupied Units exist in a planned unit development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting Unit Owners' ability to sell their Units and depressing the value of all the Units at Pearwood Park; and

WHEREAS, the Unit Owners have determined through the years of their collective experience that Unit Owners are more responsive to the needs of the Association community, take a greater interest and care of the Common Area, and are generally more respectful of the Association rules; and

THEREFORE, to accomplish the Unit Owners' objectives, the following rental restrictions are adopted for Units in Pearwood Park.

14.1 **Leasing Prohibited.** The leasing/renting of Units at Pearwood Park is prohibited unless the leasing is consistent with the provisions of this Amendment.

14.2 **Limited Leasing Permitted.** Not more than twenty percent (20%) of the Units within

Pearwood Park may be leased at any time, which leasing must be consistent with the provisions of this Amendment. If less than twenty percent (20%) of the Units at Pearwood Park are occupied by non-Unit Owners, an Owner may Lease his Unit as set forth herein.

- 14.3 **Management Committee Approval of Leases.** All leases, assignments of leases, and all renewals of such agreements shall be first submitted to the Association's Management Committee who shall determine compliance with this Amendment.
- 14.4 **Notification of Management Committee.** Any Unit Owner desiring to lease his/her Unit or to have his/her Unit occupied by a non-Unit-Owner shall notify the Management Committee in writing of their intent to lease their Unit. The Management Committee shall maintain a list of those Unit Owners who have notified the Management Committee of an intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit, which permission shall be granted in the same order the Management Committee receives the written notice of intent to lease a Unit from the Unit Owners. Permission shall be granted to lease a Unit only when less than twenty percent (20%) of the Units at Pearwood Park are occupied by a non-Unit-Owner.
- 14.5 **Restrictions Not Applicable.** The rental restrictions contained in this Amendment shall not apply:
- a. To a Unit Owner who is a member of the military and is temporarily (for a period of not more than 24 months) deployed out of the State of Utah, and by reason of the temporary deployment is required to move from the Unit during the period of temporary military deployment. The Unit Owner who is temporarily deployed may lease their Unit during the period of temporary military deployment if they intend to return and occupy the Unit when the period of temporary military deployment has concluded. However, if the Unit Owner moves from the Unit due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Unit and Unit Owner;
 - b. To a parent, grandparent, or child who is a Unit Owner and leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
 - c. To a Unit Owner who moves at least 30 miles away from the Unit by reason of being relocated out of the State of Utah by the Unit Owner's employer, if relocation of the Owner is scheduled by the employer for a period of less than two years;
 - d. To a Unit Owner who moves at least 30 miles away from their Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or

- e. To a Unit 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 Unit or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Unit.
- 14.6 **Exceptions.** Units that are leased under the exceptions contained in Paragraph 14.5 above shall not be counted toward the twenty percent (20%) cap on rental restrictions.
- 14.7 **Grandfather Clause.** Those Units that are occupied by non-Unit-Owners at the time this Restated Declaration is recorded at the Weber County Recorder's Office may continue to be occupied by non-Unit-Owners until the Unit Owner transfers the Unit or occupies the Unit; 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 Unit, transfers the Unit or occupies the Unit.
- 14.8 **Transfer of Unit.** For purposes of Paragraph 14.7 a transfer occurs when one or more of the following occurs:
- a. the conveyance, sale, or other transfer of a Unit by deed or contract;
 - b. the granting of a life estate in the Unit; or
 - c. if the Unit 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.
- 14.9 **Tracking.** The Management Committee shall create, by rule or resolution, procedures to determine and track the number of rentals and Units in Pearwood Park subject to the provisions described herein and shall ensure consistent administration and enforcement of the rental restrictions in this Amendment.
- 14.10 **Rental Unit Defined.** As used herein, "Rentals" or "Rental Unit" means a Unit owned by an Owner is occupied by one or more individuals while, at the same time, the Unit Owner does not occupy the Unit as the Owner's primary residence.
- 14.11 **Renting Defined.** As used herein, "Renting" or "Leasing" (or a variation of these words) means a Unit that is owned by an Owner that is occupied by one or more non-owners while no Owner occupies the Unit 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 Unit. Failure of a non-Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit.

- 14.12 **Non-Owner Defined.** As used herein, “Non-Owner” means an individual or entity that is not an Owner.
- 14.13 **Occupied Defined.** As used herein, “Occupied” means to reside in the Unit for ten (10) or more days in any thirty (30) day period. A Unit is deemed to be occupied by a non-Owner if the Unit is occupied by someone other than the Unit Owner.
- 14.14 **Single Family Defined.** The term “Single Family” shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than two unrelated persons who maintain a common household.
- 14.15 **No Leasing Individual Rooms.** When leasing is permitted herein, no daily or weekly rentals shall be permitted, nor may an Owner or tenant lease individual rooms to separate persons or lease less than the entire Unit.
- 14.16 **Violation.** Any Unit Owner who violates this Amendment shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Amendment. If the Association retains legal counsel to enforce this Amendment, with or without the filing of legal process, the violating Unit 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 Management Committee in enforcing this Amendment.
- 14.17 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XV TENANTS

- 15.1 **Tenants Subject to Rules.** All leases of Units shall be in writing and shall by reference incorporate the provisions of this Restated Declaration and Bylaws into the terms of the lease. The names and phone numbers of the tenants shall be provided to the Management Committee so the tenants could be contacted in the case of an emergency. All tenants and the leases they sign to lease a Unit shall be subject in all respects to the provisions of this Restated Declaration and Bylaws of the Association. Failure of a tenant to comply with the terms of Association documents (Restated Declaration and Bylaws) shall be a default under the lease or tenancy. The Management Committee may maintain an action, separate and apart from the unit owner, for eviction, injunction, and/or damages against a tenant who is in violation of the Restated Declaration or Bylaws or who violates City ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment of residents living at the Project. At the time a Tenant moves into the Project, the Landlord shall be

responsible to provide the tenant with a copy of all Association rules and other governing documents. No Owner or Tenant shall be excused from violating any rule by claiming that they did not receive a copy of the rule at the time they moved into the Project.

- 15.2 **Eviction.** In the event of the failure of a tenant to abide by the terms of the Association documents (and because the Restated Declaration and Bylaws constitute an essential part of the terms in a lease between a Unit Owner and a tenant), and if the Unit Owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the Management Committee may institute eviction proceedings after providing notice to the Unit Owner and to the Unit Owner's tenant of a violation and the failure to cure, remedy or cease the conduct within three (3) days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

ARTICLE XVI COLLECTION OF DELINQUENT ASSESSMENTS FROM TENANT

- 16.1 **Lease Payment.** In the event an Owner is delinquent in the payment of Assessments to the Association, as authorized the Act (see U.C.A. §57-8a-310), the Association may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner.
- 16.2 **Collecting HOA Fees from Renters.** If the Owner of a Unit who is leasing the Unit fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable, the Management Committee may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.
- 16.3 **Notice to Unit Owner.** The Management Committee shall give the Unit Owner written notice of the Management Committee's intent to demand full payment of all delinquent Assessments from the Owner's tenant. This notice shall be sent by regular first class mail to the last known address of the Owner, as provided on the records of the Weber County recorder or as provided by the Unit Owner to the Management Committee. The notice shall inform the Owner that all delinquent Assessments must be paid to the Association within fifteen (15) days from the date the notice is mailed to the Unit Owner, and if payment is not received within fifteen (15) days, that the Management Committee shall notify the tenant that future lease payments shall be paid to the Association and not to the Unit Owner. The notice shall also state:
- a. the amount of the Assessment due, including any interest, late fee, collection cost, and attorney fees;
 - b. that any costs of collection, including attorney fees, and other Assessments that become due may be added to the total amount due and be paid through the collection

of lease payments; and

- c. that the Association intends to demand payment of future lease payments from the Unit Owner's tenant if the Unit Owner does not pay the amount owing within 15 days.

16.4 Notice to Tenant. If the Unit Owner fails to pay the amount of the Assessment due within the fifteen (15) day period specified in the notice, the Management Committee shall deliver written notice to the tenant informing the tenant that all future payments due from the tenant to the Owner shall be paid to the Association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Unit, (2) mailing a notice to the tenant at the address of the Unit, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to the Unit Owner. The notice provided to the tenant shall also state:

- a. that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Management Committee's intent to collect all lease payments due to the Association until the amount owing is paid.
- b. that until notification by the Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and
- c. the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid.
- d. payment by the tenant to the Association will not constitute a default under the terms of the lease agreement with the Unit Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.

16.5 Disbursement of Funds Collected. All funds paid to the Association pursuant to the notice shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Unit Owner within five business days of payment in full to the Association.

16.6 Terminating Collection. Within five business days of payment in full of the Assessment, including any interest or late payment fee, the Management Committee must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification shall be mailed to the Unit Owner.

16.7 Definition of Lease. As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Unit by any Person or persons, other than the Unit Owner, for which the

Unit Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

ARTICLE XVII DISPUTE RESOLUTION

- 17.1 **Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.** The Association, Owners, all persons subject to this Restated Declaration, and any person not otherwise subject to this Restated Declaration who agrees to submit to this Section (collectively the “Bound Parties”), agree to encourage the amicable resolution of disputes between the Bound Parties or involving enforcement of the provisions of this Restated Declaration, the Bylaws and any Rules and Regulations adopted by the Association, and to avoid the emotional and financial cost of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party, including without limitation, claims, grievances or disputes (“Claims”) arising out of or relating to the violation, interpretation, application or enforcement of this Restated Declaration, the Bylaws, the Association rules, or the Articles of Incorporation, except those Claims exempted in Section 17.2, shall be subject to the procedures set forth in this Article XVI.
- 17.2 **Exempt Claims.** The limitations in this Article XVI pertaining to exhausting administrative remedies shall not apply to the following Claims (“Exempt Claims”):
- a. Any lien, claim, action or complaint wherein the Association or the Management Committee alleges against a Unit Owner the nonpayment of Common Expenses, whether by special assessment or any other form of nonpayment of funds owed to the Association; and
 - b. Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce its Rules and this Restated Declaration; and
 - c. Any suit between Owners seeking redress on the basis of a claim which would constitute a course of action under the laws of the State of Utah in the absence of a claim based on this Restated Declaration, the Bylaws, the Articles or Rules of the Association, if the amount in controversy exceeds \$5,000.00; and
 - d. Any fines assessed by the Association.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 17.3, but there shall be no obligation to do so.

17.3 **Mandatory Procedures For All Other Claims.** Any Bound Party having a Claim (“Claimant”) against any other Bound Party (“Respondent”), other than a Claim exempted from this provision by Section 17.2, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

a. **Notice.** In the event that any Claimant shall have a grievance against any Respondent, said Claimant shall set forth said grievance or complaint in writing (the “Notice”) and shall deliver the same to the Respondent, stating plainly and concisely:

- (1) the nature of the Claim, including date, time, location, persons involved, Respondent's role in the Claim and the provisions of this Restated Declaration, the Bylaws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises; and
- (2) the basis of the Claim (i.e., the provisions of the Restated Declaration, Bylaws, Rules or Articles triggered by the Claim); and
- (3) what Claimant wants Respondent to do or not do to resolve the Claim; and
- (4) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

b. **Response.** Within ten (10) days of receiving the Notice from Claimant, the Respondent shall set forth a response in writing (the “Response”) and shall deliver the same to the Claimant, stating plainly and concisely:

- (1) those facts and/or allegations contained in Claimant's Notice with which Respondent agrees and disagrees, and a statement of the facts and allegations related to the grievance as understood and believed by Respondent; and
- (2) those provisions of the Restated Declaration, the Bylaws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises which Respondent understands applies to and controls the resolution of the Claim; and
- (3) what Respondent is willing to do or not do to resolve the Claim; and

- (4) that Respondent wishes to resolve the Claim by mutual agreement with Claimant and is willing to meet in person with Claimant at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
- c. **Negotiation.** Each Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any party, accompanied by a copy of the Notice, the Management Committee (if not involved in the dispute as either a Claimant or Respondent) may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the parties and to the welfare of the Community.
- d. **Meeting.** In the event that the cause of said grievance or complaint is not rectified by the parties within twenty (20) days from the date of the receipt of Respondent's response, within ten (10) days from the date of expiration of said initial twenty (20) day period, a time and place mutually acceptable to the Claimant and the Respondent shall be established for a meeting between the Claimant and the Respondent.
- e. **Resolution or Litigation.** At such meeting, the Claimant and Respondent shall be entitled, but not required, to be represented by counsel. The parties, and/or counsel for the Claimant and counsel for the Respondent shall attempt to reach an amicable solution to the grievance or complaint. In the event that the parties are not able to reach such a solution within thirty (30) days from the date of the meeting between the Claimant and the Respondent, the Claimant shall then be entitled to proceed to have the matter judicially determined. Any resolution by the parties shall be reduced to writing and signed by each party or the party's legal representative prior to the end of the thirty (30) day period referred to herein.
- f. **Exhaustion of Remedies Required.** All grievances and complaints of Claimants shall follow procedure outlined and set forth herein prior to the commencement of any litigation relative to said grievances and complaints. However, if a Respondent fails to provide the written response required within ten (10) days, or if either party refuses to meet in good faith within the time frames set forth herein to discuss resolution of the grievance or complaint, the non-offending party shall be released from the obligation to comply with this Article XVI and may seek judicial relief without the need to wait for additional time periods to expire.
- 17.4 **Allocation of Costs of Resolving Claims.** Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 17.3, including the fees of its attorney or other representative.
- 17.5 **Enforcement of Resolution.** If the parties agree to resolve any Claim through negotiation

in accordance with Section 17.3 and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit to enforce such agreement without the need to again comply with the procedures set forth in Section 17.3. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including without limitation attorney fees and court costs.

ARTICLE XVIII MISCELLANEOUS

- 18.1 **Attorney's Fees Incurred as the Result of Enforcing Rules.** In any legal action brought by the Management Committee against any Unit Owner, tenant, lessee or lessor as a result of a violation of any provision of the Restated Declaration or Bylaws, or if the Management Committee retains legal counsel or incurs attorney's fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Management Committee shall collect any and all attorney's fees from the Unit Owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A Unit Owner shall be jointly liable for attorney's fees, costs, or damages, in any action brought against a tenant renting or leasing a unit from a unit owner as a result of any violation by the Unit Owner's tenant. Attorney's fees and costs assessed shall constitute a lien against the Unit Owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the management committee shall give approval before there is any action taken under this paragraph.
- 18.2 **Covenants to Run with Land.** This Restated Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall insure to the benefit of all Owners and all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assignees. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Restated Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Restated Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to and agrees to be bound by each and every provision of this Restated Declaration.
- 18.3 **Amendment.** The affirmative vote of at least sixty seven percent (67%) of the Lot Owners, in person or by proxy and with or without a formal meeting being held, shall be required and shall be sufficient to change the legal status of the Project or to amend this Restated Declaration or the Bylaws. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such

instrument the Committee shall certify that the vote required by this Section for amendment has occurred. All amendments to this Restated Declaration approved by the Unit Owners must be in writing and shall be effective upon recordation in the Office of the County Recorder of Weber County, Utah .

- 18.4 **Enforcement.** Subject to the provisions of this Article XVII, the Management Committee and any aggrieved Unit Owner shall have a right of action against the Committee, or any Unit Owner for any failure by such person or entity to comply with this Restated Declaration, the Subdivision Map, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Restated Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Restated Declaration.
- 18.5 **Agent for Service of Process.** Mary Egbert, whose address is 947 Canyon Rd. #37, Ogden, UT 84404, is the person to receive service of process in the cases authorized by this Restated Declaration. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, Utah.
- 18.6 **Effective Date.** This Restated Declaration and any amendment or supplement hereto, and any amendment or supplement to the Subdivision Map shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.
- 18.7 **Interpretation.** The captions which precede the Articles and Sections of this Restated Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the content so required, 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 other genders.
- 18.8 **Severability.** If any of the provisions of this Restated Declaration or the Bylaws, or 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 Bylaws and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that Unit Owners holding more than 67% of the undivided ownership interest in the Common Areas and Facilities have voted to approve these amendments by signing documents approving of these amendments.

IN WITNESS WHEREOF, this 20 day of June, 2019.

By *Jason Sawby*
President

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 20 day of June, 2019, personally appeared before me Jason Sawby who, being by me duly sworn, did say that (s)he is President of the Pearwood Park Home Owners Association and that the within and foregoing instrument was signed in behalf of said Management Committee and (s)he duly acknowledged to me (s)he executed the same.

Sarah R. Kreitlow
Notary Public

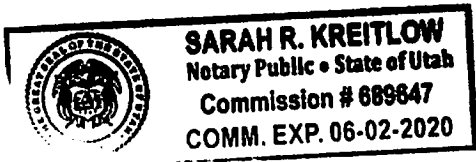


EXHIBIT A

Legal Description of Property

ALL OF LOTS 1, 2 AND 31 THROUGH 42, PEARWOOD PARK - PHASE 1, AMENDED, A P.U.D., OGDEN CITY, WEBER COUNTY, UTAH
[13-165-0001 through 13-165-0014]

ALL OF LOTS 3 THROUGH 30, PEARWOOD PARK - PHASE 1, AMENDED, A P.U.D., OGDEN CITY, WEBER COUNTY, UTAH
[13-166-0001 through 13-166-0029]

ALL OF LOTS 43 THROUGH 62, PEARWOOD PARK PHASE B 2, A P.U.D., WEBER COUNTY, OGDEN CITY, UTAH
[13-205-0001 through 13-205-0021]

ALL OF UNITS 63 THROUGH 76, PEARWOOD PARK PHASE 3, P.U.D., OGDEN CITY, WEBER COUNTY, UTAH
[13-207-0001 through 13-207-0015]

ALL OF LOTS 77 THROUGH 92, PEARWOOD PARK PHASE 4, P.U.D., OGDEN CITY, WEBER COUNTY, UTAH
[13-208-0001 through 13-208-0017]

ALL OF UNITS 93 THROUGH 104, PEARWOOD PARK PHASE 5, A P.U.D., OGDEN CITY, WEBER COUNTY, UTAH
[13-209-0001 through 13-209-0013]

EXHIBIT “B”

BYLAWS

FOR THE

**PEARWOOD PARK HOME OWNERS
ASSOCIATION**

BYLAWS

FOR THE

PEARWOOD PARK HOME OWNERS ASSOCIATION

The following are adopted as the administrative Bylaws for the Pearwood Park Home Owners Association (“Pearwood Park”). Certain capitalized terms in these Bylaws shall be defined in accordance with the definition for such terms set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pearwood Park (“Restated Declaration”).

ARTICLE I PLAN OF LOT OWNERSHIP AND INCORPORATION

- 1.1 **Adoption.** These Bylaws are adopted by the members of the Pearwood Park Home Owners Association and shall govern the administration of the Pearwood Park Home 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 Restated Declaration or any amendments thereto, the Restated Declaration 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 Pearwood Park 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 Pearwood Park.
- 2.2 **Voting.** Each Lot Owner shall have one vote in connection with the ownership of his Lot.
- 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 Management Committee from time to time and stated in the notice of meeting.

- 2.4 **Annual Meeting.** Unless otherwise designated by the Management Committee, the annual meeting of the Association shall be held in August of each year at a location in Weber County, Utah, identified by the Management Committee and 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 two or more members of the Management Committee direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Management Committee 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 two (2) days and not more than thirty (30) 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. The notice shall contain a proxy form whereby a Unit Owner may appoint a proxy to vote for them at the annual meeting.
- 2.7 **Notification by Mail, Website and Email.** Any notice permitted or required to be delivered by the Management Committee 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 Management Committee 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 Management Committee.
- (b) 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.

- (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 **Voting - Multiple Ownership.** The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest, which is then appurtenant thereto. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.
- 2.10 **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 the vote is cast. Each proxy must be filed with the Secretary of the Management Committee before the meeting. Only individual Owners or the legal representative of an Organizational Owner may be proxies.
- 2.11 **Quorum.** The presence of Owners in person or by proxy entitled to cast a majority of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners meeting. 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 all purposes, including election of Management Committee members. 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 Restated Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

2.12 **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 committees, if any;
- (f) appointment of inspectors of election, if applicable;
- (g) election of Management Committee Members, if applicable;
- (h) unfinished business; and
- (i) new business.

ARTICLE III MANAGEMENT COMMITTEE

3.1 **Powers and Duties.** The affairs and business of the Association shall be managed by the Management Committee. The Management Committee 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 Restated Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Management Committee may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Restated Declaration, the Management Committee 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 Restated 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 Management Committee;
- (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 Management Committee.** The Management Committee shall be composed of three (3) members of the Association.
- 3.3 **Qualification.** Only individual Owners or officers or agents of organizational Owners other than individuals shall be eligible for Management Committee Membership. Only one owner per Unit shall serve on the Management Committee at any given same time. An individual must reside within the Project to be on the Management Committee.
- 3.4 **Election and Term of Office of the Management Committee.** The term of office of membership on the Management Committee shall be five (5) years and each member shall serve on the Management Committee until such time as his successor is duly qualified and elected. At each annual owners' meeting, any vacant seat on the Committee shall be filled with a member elected for a five-year term. At each annual owner's meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.
- 3.5 **Initial Organizational Meeting.** A regular meeting of the members of the Management Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Management Committee.
- 3.6 **Regular Meetings.** Regular meetings of the Management Committee 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 Management Committee. Either oral or written notice shall be given to each Committee member of the time and place of each regular Committee meeting at least three days prior to such meeting.

- 3.7 **Special Meetings.** Special meetings of the Management Committee may be called by the President or by any two members of the Management Committee. Reasonable effort should be made to give either oral or written notice of a special meeting to each Committee member at least three days (but in the event of emergency, 24 hrs) before the time fixed for the meeting. Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even though the member concerned does not actually receive notice. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice.
- 3.8 **Waiver of Notice.** Before or at any meeting of the Management Committee, 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 Management Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **Quorum.** At all meetings of the Management Committee, 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 Management Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Management Committee.
- 3.10 **Vacancies.** Vacancies in the Management Committee 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 Management Committee at a special meeting of the Management Committee 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 Management Committee; 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 Management Committee 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. If a Committee member is removed through this process, the replacement Committee member shall be elected at the same meeting to fill the remainder of the removed Committee member's term.
- 3.12 **Failure to Attend Committee Meetings.** Any Management Committee Member who misses twenty-five percent (25%) or more of the Management Committee Meetings in any twelve month period or who misses three (3) consecutive meetings in any calendar year, shall be subject to forfeit his/her seat upon the vote of at least two of the remaining Committee members.

- 3.13 **Compensation.** As stated in Section 6.1(m) of the Restated Declaration, monthly compensation to members of the Management Committee shall be equal to the amount of the Association's monthly assessment for each Owner. Management Committee shall also be reimbursed for all expenses reasonably incurred in connection with Management Committee business and approved by the Management Committee.
- 3.14 **Conduct of Meetings.** The Management Committee shall hold regular meetings, subject to the following:
- (a) **Open Meetings.** A portion of each meeting of the Management Committee shall be open to all members of the Association, but members other than members of the Management Committee may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Management Committee. The Management Committee 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 Management Committee 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 Management Committee 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 Management Committee.
- 3.15 **Report of Management Committee.** The Management Committee 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 ELECTION OF MANAGEMENT COMMITTEE MEMBERS

- 4.1 **Nomination Process.** The process for the nomination and election of the Management Committee shall proceed as set forth herein.
- 4.2 **Nominations.** Nominations for the Management Committee shall be made from the floor at the annual meeting.

- 4.3 **Nomination Approval.** Anyone nominated as a candidate should grant their approval and affirmatively stated that he or she is willing to serve for the term if elected.
- 4.4 **Election.** At the annual meeting for the election of new Management Committee members, the Management Committee 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 Restated Declaration and Bylaws. Voting shall be by secret ballot only if required by the Restated 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 Management Committee. The Management Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Management Committee. 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 Management Committee 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 Management Committee 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 Management Committee may be removed at any time by the affirmative vote of a majority of the Management Committee, and his successor may be elected at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purposes.
- 5.4 **President.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time as he may, in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Management Committee, have general supervision, direction and control of the business of the Association. The President shall be, ex officio, a member of all standing committees and he shall have such other powers and duties as may be prescribed by the Management Committee or these Bylaws.
- 5.5 **Vice-President.** The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or is unable to act. If

neither the President nor the Vice-President is able to act, the Management Committee shall appoint some other member of the Management Committee to do so in an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Management Committee or these Bylaws or the Articles of Incorporation of the Association.

- 5.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association at the principal office of the Association, or at such other place as the Management Committee may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Management Committee may direct, and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Management Committee required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners listing the names and addresses of the Owners as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change of ownership of a Unit is presented to the Secretary. The books and records of the Association shall be made available for inspection by the Secretary to Unit Owners at reasonable times during normal business hours unless otherwise agreed to. The Secretary shall perform such other duties as may be prescribed by the Management Committee.
- 5.7 **Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping or causing to be kept full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies 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 Management Committee. The Treasurer shall co-sign all checks and promissory notes on behalf of the Association as may be ordered by the Management Committee, in accordance with the Restated Declaration; shall render to the President and Management Committee, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Association and shall have such other powers and perform such other duties as may be prescribed by the Management Committee or by these Bylaws. Upon request of the Committee, he/she shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performances of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same Committee member.

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 Management Committee 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 Restated Declaration.
- 8.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Restated 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 Restated 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.
- 8.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Weber County.

EXHIBIT “C”

MAINTENANCE CHART

BUILDING & PROPERTY MAINTENANCE

The following chart defines the division of responsibility for maintenance and repair of property in the project/subdivision between the Association and Owner.

	EXTERIOR	HOA	OWNER
1	Maintenance, replace, repair of roofs (including: membranes, sub-roofing, girders, beams & support structures).	X	
2	Maintenance, replacement and repair of Exterior walls (including: siding, stucco, shingles, brickwork, columns & studs).	X	
3	Maintenance, replacement and repair of front steps and sidewalk	X	
4	Maintenance, replacement and repair of concrete footings, foundations and entrees along the exterior edges of each Unit.	X	
5	Maintenance, replacement and repair of the concrete located beneath the interior floor of each Unit, as well as the maintenance, replacement and repair of any other concrete located in the interior of a Unit.		X
6	Maintenance, replacement and repair of water spigot by back doors.	X	
7	Any damage caused to a Unit by a resident's negligence, such as failing to disconnect a hose from a spigot, is the liability of the Unit Owner on which the spigot is located.		X
8	Maintenance, replacement and repair of door knobs, locks, & doorbells		X
9	Maintenance, replacement and repair of normal wear and tear to the front door (including to the exterior frames and thresholds of the front door)		X
10	Replacement and repair of Perimeter Fences and fences that were installed as part of the initial construction of the Project.	X	
11	Replacement and Repair of fences located between two Lots that were not part of the initial construction of the Project.		X
12	Maintenance, replacement and repair of rain gutters and down spouts.	X	
13	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames.		X
14	Replacement, maintenance and repair of all light bulbs located in exterior light fixtures.		X
15	Utility lines (Water, power, gas & telephone) servicing multiple units.	X	
16	Utility lines (Water, power, gas & telephone) located in the Common Area and servicing only an individual unit	X	
17	Utility lines (Water, power, gas & telephone) located on a Lot and servicing only the Unit on that Lot		X
18	Electrical system from the Unit's breaker panel and to all outlets including switches and light fixtures located in the Unit.		X
19	Plumbing fixtures such as faucets, showers, sinks, basins, toilets & tubs		X

20	Maintenance, replacement and repair of any television, satellite, cable, internet and any other communications equipment		X
21	Maintenance, replace and repair of any non-swamp cooler air-conditioning systems (Complete system inside and outside including electrical system from the meter base to the air conditioner unit, including conduit and all wiring)		X
22	Regular maintenance of portion of all swamp coolers located above a Unit's roof line, including winterizing the swamp coolers and preparing them for operation in the Spring (however, each Owner shall be responsible for the costs of any parts necessary to repair or replace a swamp cooler)	X	
23	Maintenance, repair and replace those parts of all swamp coolers that are below the roof, including the water lines below the roof and the draining of those water lines.		X
24	Maintenance, replacement and repair of any and all central air conditioning units		X
25	Maintenance, replacement and repair of any damage to a Unit caused by leaking or otherwise damaged swamp coolers		X
26	Maintenance, replacement and repair of all Unit owner improvements		X
27	Maintenance and replacement of water, gas and electricity meters		X

	INTERIOR	HOA	OWNER
28	Floor structure (including: concrete, beams & sub-flooring)		X
29	Floor covering (including: wood flooring & carpeting, tile)		X
30	Wall studs & beams forming the exterior wall structure surrounding each unit as well as all load-bearing walls located within each unit to the interior surface of each unit (including sheetrock up to but not including the unfinished surface).		X
31	All interior ceilings, non-load-bearing walls (located within each unit) including wall studs, sheetrock & decorative finishes.		X
32	All interior painting, decorations, cabinets and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, and intercom, telephone, and computer networks. Water pipes and drainage pipes that serve only one Unit are the responsibility of the Owner to the point they join a common pipe.		X
33	Maintenance and repair of all attics, as well as anything located within an attic		X
34	Maintenance and repair of water heaters		X
35	Replacement of water heaters		X
36	Maintenance, cleaning and repair of venting serving only one unit, air conditioning units and fireplaces.		X

37	Maintenance, repair and replacement of the gas and electrical system from the gas meter to the gas appliances or from the electric meter to the breaker panel and to all outlets including switches and light fixtures.		X
38	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves.		X
39	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal Unit settling.		X
40	Repairs of damage resulting from static water or seepage of water from any underground source, including water and sprinkler system failures.		X
41	Repairs of damage resulting from surface water.		X
42	Interior damage resulting from failures in non-shared utility lines, unless covered by insurance.		X

	GROUPS	HOA	OWNER
43	Lawn, flower shrubs and trees in the Common Areas (except if planted by an Owner.)	X	
44	Any plants, flowers or ground cover planted by an individual Owner.		X
45	Lawn watering system.	X	
46	Snow removal from streets, sidewalks and driveways located in front of a house.	X	
47	Snow removal from any driveways, patios or porches located to the rear or side of a house.		X
48	Roadways, parking lots, curbs and gutters, sidewalks and front steps.	X	

	OTHER	HOA	OWNER
49	Garbage collection.	X	
50	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each Unit.	X	