

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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RICHARD T. MAUGHAN
DANIS COUNTY, UTAH RECORDER
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OF

MEADOWS AT CITY PARK

A Planned Unit Development

THIS DECLARATION made and executed this 28 day of June, 2017, by Meadows at City Park, L.L.C., a Utah limited liability company with its principal of business located in Kaysville, State of Utah (hereinafter referred to as "Declarant").

07-319-0101 → 0110 RECITALS:

A. Declarant is the record owner of that certain tract of property more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Lots now or hereafter contained within the entire tract hereinafter described in the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be organized under the laws of the State of Utah, a non-profit corporation, THE MEADOWS AT CITY PARK OWNERS ASSOCIATION, INC.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

ARTICLE I
DEFINITIONS

1.1. Association shall mean and refer to The Meadows at City Park Owners Association, Inc., a Utah non-profit corporation.

1.2. Building Pad shall mean and refer to that area of ground in a Lot in which a Living Unit can be located as shown on the Plat. If the Plat does not separately designate a Building Pad, the Building Pad shall be co-extensive with the Private Area (Lot) described upon

the Plat, excluding, however, setbacks which may be required by the terms of this Declaration or by appropriate governmental agencies.

1.3. Board of Trustees shall mean and refer to the Board of Trustees of the Association.

1.4. Common Area shall mean and refer to that part of the Property which is not included with the Lots which is owned collectively via a Percentage Interest by the Owners for the common use and enjoyment of the Owners, or the limited use of certain Owners as to Limited Common Areas, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and personal property owned by the Association when the context so requires.

1.5. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.6. Development shall at any point in time mean, refer to, and consist of the Property then in existence.

1.7. Limited Common Area shall mean and refer to those Common Areas designated herein or on the Plat as reserved for the use of a certain Lot or Lots to the exclusion of other Lots.

1.8. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence. Each Living Unit will be constructed as an attached home meaning a single family dwelling, with walls or roofs in common with one or more other single-family dwellings.

1.9. Lot shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

1.10. Member shall mean and refer to every person who holds membership in the Association due to their ownership of a Lot.

1.11. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust.

1.12. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.13. Officers shall mean and refer to the Officers of the Association as duly elected or appointed in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.14. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "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.

1.15. Parcel shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Davis County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby compromise the Development. The real property described in Article II of this Declaration constitutes a Parcel.

1.16. Percentage Interest shall mean and refer to the undivided percentage interest of each Owner in the Common Area and facilities of the Property. The Percentage Interest which is appurtenant to a Living Unit shall be equal to one divided by 9, expressed as a percentage. The Percentage Interest of each Lot and the Living Unit located thereon is set forth in Exhibit "b" attached hereto and incorporated herein by reference. "Percentage Interests" shall be the sum total of each and every Percentage Interest and shall equal 100%. Declarant is authorized to make minor adjustments in the Percentage Interests to assure that the total adds up to 100%.

1.17. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the subdivision or Lots created by the Plat shall compromise the Development; and (d) which is filed for record in the office of the County Recorder of Davis County, Utah. The Plat of Meadows at City Park a Planned Unit Development was recorded in the office of the Davis County Recorder on June 29, 2017, as Entry No. 3029446 in Book 6797, beginning at page 118, creating separately numbered Lots. Said plat constitutes a Plat.

1.18. Private Streets shall mean and refer to all of the undedicated roads and streets within the Development as designated upon a Plat which the Declaration has reserved as an easement for ingress and egress for pedestrian and vehicular traffic for the use, in common, of Members. Private Streets shall for all purposes be deemed to be Common Areas.

1.19. Property shall mean and refer to all of the real property, which is covered by the Plat.

1.20. Turnover shall mean and refer to the transition of the Association from the control of the Declarant to the Owners as described in Section 3.2.

ARTICLE II
PROPERTY DESCRIPTION

2.1 Submission. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration consists of the following described real property situated in Davis County, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included with the above described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (a) to construct a Living Unit on each and every Lot; and (b) to improve the Common Areas and such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; and all visible easements and rights-of-way; all easements and rights-of-way of record.

2.2. Annexation by Association. The Association may annex real property to the Development only after obtaining approval of such annexation from (a) the owner or owners of the real property to be annexed, and (b) the affirmative vote of at least two-thirds (2/3) of all

Class A membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. No vote of Class A membership shall be required if Class B membership exists.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, and shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one (1) vote for each Living Unit or Lot (if no Living Unit is located thereon) owned. The vote appurtenant to each Unit shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration. The vote appurtenant to each Unit may not be divided between multiple Owners of such Unit or between matters which require the vote of Owners.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Living Unit or Lot (if no Living Unit is located thereon) owned. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members shall be one hundred (100%) percent of the total number of votes in the Association; or

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. 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.

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of a contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, who shall maintain a record of ownership of the Lots. Any

Class A membership votes, which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. No vote of Class A membership shall be required if Class B membership exists.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, and shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one (1) vote for each Living Unit or Lot (if no Living Unit is located thereon) owned. The vote appurtenant to each Unit shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration. The vote appurtenant to each Unit may not be divided between multiple Owners of such Unit or between matters which require the vote of Owners.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Living Unit or Lot (if no Living Unit is located thereon) owned. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(a) When the total number of votes held by all Class A Members shall be seventy-five (75%) percent of the total number of votes in the Association; or

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. 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.

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of a contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, who shall maintain a record of ownership of the Lots. Any

Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

3.5. Power of the Association. Each Owner agrees that the Association has all the powers granted to it by this Declaration and by the Utah Nonprofit Corporation and Co-operative Association Act and any amendments thereto or replacements thereof. Such powers shall include, without the limitation, all of the following:

- a. Levying Assessments against Owners;
- b. Imposing a lien on Lots for any unpaid or uncollected Assessments or penalties, and foreclosing any such liens;
- c. Enforcing any deed restrictions and covenants;
- d. Acquiring, holding, owning, leasing, mortgaging and disposing of property;
- e. Adopting rules and regulations;
- f. Defending, prosecuting or intervening in litigation on behalf of all Members;
- g. Borrowing money for Association purposes and the right to pledge future income in order to secure such borrowings. The right to "pledge future income" shall include the right to impose a Special Assessment for repayment of such borrowings and to assign such Special Assessment (and all lien and collection rights appurtenant thereto) to the lender as security for repayment thereof, provided, however, the right to impose a Special Assessment hereunder shall at all times be subject to the limitations of this Declaration;
- h. Exercising any other right, power or privilege given to it expressly by this Declaration, the Articles and Bylaws, or by law or by the operative documents of rules and regulations adopted by the Association, and every other right, power or privilege reasonably given to it herein or reasonably necessary to effectuate any such right, power or privilege;
- i. Promulgating reasonable rules and regulations regarding guests which balance the rights of Owners to the full use and benefit of their property against the objective of preserving the Association as an exclusive private community with reasonable restricted access. To this end, the Association may, when necessary to prevent interference with other Owners' use and enjoyment of their property, adopt reasonable rules and regulations which:
 - i. Control the use by guests of Common Area(s); and/or
 - ii. Limit the number of guests and the duration of their stay over extended periods of time; provided, however, that no limits on the number of guests or the duration of their stay shall be enacted or revoked unless approved by seventy-five (75%) percent of the Members of the Association, present in

person or by written proxy when a quorum has been established at any regular or special meeting of the Members of the Association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas and the Private Streets. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Lot.

4.2. Form for Conveyance. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest of estate involved substantially as follows:

Lot No. _____, contained within Meadows at City Park, A Planned Unit Development, as the same is identified in the Plat recorded in Book _____, at Page _____, and in the "Declaration of Covenants, Conditions and Restrictions of Meadows at City Park, A Planned Unit Development." Recorded in Book _____ at Page _____, of the official records of the Davis County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas and Private Streets described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Plat in the official record of the Davis County Recorder.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3. Transfer of Title. Declarant agrees to convey and by recording of the Plat does convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), reserving the right to complete the same according to Declarant's intentions.

4.4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas and Private Streets shall be subject to the following:

a. The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

b. The right of Farmington and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress or egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

c. The right of the Association to dedicate or transfer all or any part of the Common Areas, the Private Streets and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (a) all holders of first Mortgages secured by Lots and (b) by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting and the action proposes shall be sent to all Members at least 10 (10) but not more than thirty (30) days prior to the meeting date.

ARTICLE V ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute and remain (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including by not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. Assessment Level. The Officers of the Association in their discretion and pursuant to the business judgment rule and the purpose of the assessments as described in Section 5.2 shall set the assessment level prior to the Association's annual meeting.

5.4. Special Assessments. From and after the date set under Section 5.7 (the date of a first conveyance), the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. The Board of Trustee's has the authority to levy a special assessment of up to \$500.00 each calendar year without approval of the owner. If the special assessment is to exceed that amount per calendar year, then a majority of owners is required to vote in favor of it. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5. Reimbursement Assessment on a Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Officers may levy at any time Special Assessments (a) on each Lot specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas, or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a), or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"). The aggregate amount of any such Reimbursement Assessments shall be determined by the cost of such improvements, repairs or enforcement action, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance or the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Lots benefitted.

5.6. Uniform Rate of Assessment. Except as provided in Section 5.5 above or in this Section 5.6, monthly and special assessments shall be apportioned among all Owners in proportion to their respective Percentage Interests. Declarant, shall not pay any assessments or special assessments on unsold Lots. However, in the event that the Association does not have sufficient funds to maintain and operate the Common Areas and to fulfill its ordinary and reasonable obligations under this Declaration, the Declarant shall make contributions to the Association in sufficient amounts as shall permit the payment of all such costs provided that the obligation of the Declarant under this Section 5.6 shall terminate at the time of Turnover.

5.7. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of an installment contract of sale, on the date the installment contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be

deemed late and subject to a late fee of \$25.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5.8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrances of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

5.9. Effect of Non-Payment; Remedies. Any assessment not paid when due may, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within sixty (60) days after the date on which it becomes delinquent, the amount thereof may bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association may include reasonable attorneys' fees (including those of a paralegal and any fees incurred on appeal), court costs, and each and every expense incurred by the Association in enforcing its rights.

5.10. Reserve Account. The Association shall establish and maintain a reserve account for expenses related to the maintenance and repair of Common Areas.

5.11. Reinvestment Fee. Concurrently with the consummation of the sale or other transfer of any Lot, the transferee shall notify the Association in writing of such transfer and shall accompany such written notice with any nonrefundable Reinvestment Fee. The Reinvestment fee is five hundred dollars (\$750). The written notice shall set forth the name of the transferee and the transferor, the street address of the Lot purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's lender, if any. Prior to the receipt of such written notice, all notices, required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The Reinvestment Fee shall be the personal obligation of the new Owner and shall be required to be collected at closing. Notwithstanding the other provisions of this DECLARATION, this Section 5.11 shall not apply to a lender who becomes an Owner by a foreclosure proceeding.

ARTICLE VI DUTIES AND POWERS OF THE ASSOCIATION

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation of this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- a. The Association shall accept all Owners as members of the Association.
- b. The Association shall maintain, repair and replace all landscaping and improvements in the Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, Private Streets and other Common Area improvements. The Association shall also maintain all grasses, trees, and bushes on the exterior of any Living Unit if the same were installed by the Declarant as part of the construction of the Development, even if located upon a Lot, but the Association shall have no obligation to perform any maintenance of any landscaping installed by an Owner without the Association's express agreement to maintain such landscaping. No Owner shall install any landscaping without the prior approval of the Association.
- c. The Association shall provide exterior maintenance of the Living Units including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, including exterior doors, windows, garage doors, excluding track, springs and operators. In accordance with the requirements of Section 7.10, each Owner shall paint, repair, and otherwise maintain the interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas or the exterior of a Living Unit (excluding exterior landscaping) as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner, the Officers may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten percent (10%) of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Lot is subject.
- d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.
- f. The Association may employ a reasonable corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas and repair and maintain the exterior of the Living Units, subject at all times to the direction of the Officers, which such administrative functions and powers as shall be delegated to the Managing Agent by the Board of Trustees. The compensation of the Managing Agent shall be such as shall be specified by the Board of Trustees. Any agreement appointing a Managing Agent shall be terminable by either party, with or

without cause and without payment of a termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

6.2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and any Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon as required by the provisions of this Declaration or if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board of Trustees, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

b. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and exterior repairs of Living Units or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas or Lots, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas and exterior repairs of Living Units upon Lots on such terms and conditions as the Board of Trustees shall deem appropriate;

ii. Such insurance policies or bonds as the Board of Trustees may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Officers and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board of Trustees may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board of Trustees may deem desirable;

v. Fire, police and such other protection services as the Board of Trustees may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board of Trustees may deem necessary.

c. The Board of Trustees may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board of Trustees cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

6.3. Association Rules. The Board of Trustees from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) the use of Living Units for business or rental purposes; (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. Rules and Regulations adopted by the Board of Trustees may be enforced in accordance with the provisions of Section 7.16.

6.4. Limitation of Liability. No manager or the Board of Trustees acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or

omission of the Association, its representatives and employees, the Board of Trustees, any committee or the Managing Agent.

6.5. Insurance.

The Officers will obtain insurance against loss or damage by fire and other hazards for: (a) for the full insurable replacement value of all improvements, if any, comprising a part of the Common Areas. The insurance coverage shall be written on the property in the name of the Association or the Officers, as trustee for each of the Owners in the percentages established in this Declaration. The insurance premiums shall be a common expense. This Section is without prejudice to the right of each Owner to insure his own Living Unit for his benefit. The Officers or Association shall satisfy at least the following minimum requirements:

a. Liability Insurance. A public liability policy covering the Common Area(s), the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$ 1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

b. Directors and Officers Insurance. A director's and officer's liability or errors and omissions policy, if reasonably available, with at least One Million (\$1,000,000) Dollars in coverage.

c. Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Officers to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

i. Agents. Where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Officers or the Association.

ii. Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Officers' best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Officers, the Association, or the Manager *as the case may be*, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots, plus reserve funds.

iii. Quality of Coverage. The bonds required shall meet the following additional requirements: (a) they shall name the Officers, and the Association, as

obligee; (b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense; (c) the premiums on all bonds required herein for the Officers and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Officers or the Association as part of the common expenses; and (d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Officers and the Association, to any Insurance Trustee, and to each service of loans on behalf of any Mortgagee.

d. Earthquake Insurance shall not be required unless requested by at least sixty seven percent (67%) of the Members of the Association.

e. Miscellaneous Items. The following provisions shall apply to all insurance coverage:

i. Quality of Carrier. A carrier must have a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance reports -- International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service -- if the carrier is issuing a master policy or an insurance policy for the common elements in the Project.

ii. The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "The Meadows at City Park Homeowners Association, Inc. for the use and benefit of the individual Owners."

iii. Designated Representative. The Association may designate an authorized representative, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.

iv. Beneficiary. In any policy covering the entire Project, each owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided Ownership interest in the Common Area(s).

v. Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

vi. Mortgage Provisions. Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Mortgagee.

vii. Miscellaneous Provisions. Each insurance policy shall contain at least the following additional miscellaneous items: (a) A waiver of the right of a subrogation against Owners individually; and (b) A provision that the insurance is not prejudiced by any act or neglect of any individual Owner.

viii. Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

ix. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any proceeds remaining thereafter shall be placed in a capital improvement reserve account and retained by and for the benefit of the Association. This is a covenant for the benefit of the Association and any Mortgagee of a Lot, and may be enforced by them.

x. Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other associations in similarly situated first class subdivisions in the county, including but not limited to a guaranteed replacement cost endorsement under which the insurer agrees to replace the insurable property regardless of the cost or a Replacement Cost Endorsement under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more, and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement which waives the requirement for coinsurance; an Inflation Guard Endorsement when it can be obtained, a Building Ordinance or Law Endorsement, if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and increased costs of reconstruction.

xi. Restrictions on Policies. No insurance policy shall be maintained where:

a. Individual Assessments Prohibited. Under the term of the carrier's charter, Bylaws or policy, contributions may be required from or assessments may be made against, an Owner, a borrower, a Mortgagee or the Officers.

b. Payments Contingent. By the terms of the Declaration, Bylaws or policy, payments are contingent upon action by the carrier's board of directors, policyholder, or member, or

c. Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions), which could prevent the party entitled (including, without limitation, the Officers, the Association, an Owner or the borrowers) from collecting insurance proceeds.

xii. Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association, Officers or Owners to obtain and maintain insurance coverage, in amounts and in such forms *as* the Officers or the Association may deem appropriate from time to time.

xiii. Deductible. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the Lot Owner, then the Association shall be responsible for the deductible.

f. Review of Insurance. The Officers shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Lot and to eligible mortgage holders who shall have requested a copy of such report. Copies of every policy of insurance procured by the Officers shall be available for inspection by any Owner.

g. Adjusting Claims. The Officers have the authority to adjust claims as provided by law.

h. Living Units Not Insured by Association. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Living Units and acts or events thereon.

i. Types of insurance maintained by the Association:

xiv. Property and liability insurance as required by Community

Association Act Sections 401 through 407;

xv. Directors and officers for at least \$1,000,000.00; and

xvi. Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Community, keep the premiums reasonable, and enforce responsibilities of the Owners.

j. Insurance Company. The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

k. Premium as Common Expense. The premiums for the Association's insurance policies shall be a Common Expense.

l. Insurance by Owner. Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's policies' deductible.

m. Payment of Deductible. The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Community Association Act Section 405(7)-(8).

n. Right to Adjust Claims. The Association has the right and authority to adjust claims.

o. Damage to the Community/Insurance Proceeds. If the Community is damaged or destroyed, the Association shall follow Community Association Act Section 407 to determine whether to rebuild and how to use insurance proceeds.

6.6. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (67%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

ARTICLE VII USE RESTRICTIONS

7.1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lot and Living Units. Limited Common Areas include yards which are immediately in front of and behind each Lot and the driveway to a Living Unit shall be available for the private use of the Owners and occupants of the Living Unit to which they are appurtenant.

7.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit without the prior written consent of

the Association and applicable governmental entities. Except as may be approved to the contrary, each Living Unit shall be used only as a single-family residence. If a Living Unit is to be rented it shall be according to the following terms:

a. Any Owner who intends to lease his or her Living Unit shall give notice in writing to the Board of Trustees of such intention, stating: (i) the name, address, phone number, and email address of the intended Lessee and all other adult occupants, (ii) the terms of the proposed transaction, and (iii) such other information as the Board of Trustees may reasonably require. The Board of Trustees may not unreasonably withhold approval to lease a Living Unit. Each Owner leasing a Living Unit shall provide the Board of Trustees with a copy of the Lease or proposed Lease, (iv) any unit owner wanting to rent their unit must sign an initial lease term of 6 months.

7.3. Landscaping. The Association shall have the right to designate the types of trees which are recommended and suggested for incorporation into landscape designs for all Lots.

7.4. Recreational Vehicles. No boats, trailers, large trucks and commercial vehicles belonging to Owners or other residents of the Property shall be parked within the Development. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. Any motor or recreational vehicle must be kept in an enclosed garage.

7.5. Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per Lot are allowed. Pets must be properly licensed and registered by the appropriate governmental agency where required. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any common area when the feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive, continuous or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attaching or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. Pets in the Common Area must be in a cage or on a leash and under the control of a responsible person. Pets may not be tied or tethered in the Common Area. The Management Committee may establish Pet Rules and charge a pet deposit and/or registration fee.

7.6. Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

a. Vehicular and pedestrian access to and from and movement within the Development and space for temporary vehicular parking.

- b. Recreational use by Owners and occupants of Living Units and their guests.
- c. Beautification of the Development.
- d. Privacy for the Owners and occupants of Living Units.
- e. Such other uses as shall be determined from time to time by the Officers for the benefit of the members of the Association.

7.7. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage.

7.8. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot except such machinery or equipment as is usual customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

7.9. Maintenance and Repair. No Living Unit, building, structure (including interiors thereof), or landscaping upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Officers, each such building, structure, or landscaping at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner; provided, however, the Association shall maintain all landscaping installed by the Declarant on a Lot. No Owner shall have the right to install any trees or perennial bushes on any Lot or the Common Areas. If the Owner elects to plant flowers on a Lot but only at locations prepared for such plantings, the Owner shall be solely responsible to maintain the same, including the removal of dead stock. Any pots used to hold flowers shall be of plastic or pottery only. Each Owner shall paint, repair, and otherwise maintain the interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

7.10. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units.

7.11. Right of Entry. During reasonable hours, any manager, or any Officer or authorized representative of any of them, shall have the right to enter upon and inspect any Lot, and the improvements thereof, to ascertain whether or not the provisions of this Declaration, and

the rules and regulations the requirements of the Association have been or are being complied with.

7.12. Signs and Flags. No signs of flags whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except:

- a. Such signs as may be required by legal proceedings.
- b. A "For Sale" or "For Rent" sign, to the extent permitted by the Board of Trustees.
- c. State and/or National Flags erected on temporary poles for the period of national or State of Utah holidays only. No flag pole shall be attached to a Living Unit or fence.

7.13. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board of Trustees. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Owner must at all times and at his expense provide garbage cans and plastic liners therefor, unless the Association elects to provide the same.

7.14. Party Wall Provisions.

7.14.1. General Rules of Law to Apply. Each wall which compromises a portion of a Living Unit and which is built as a part of the original construction upon the Property and placed on the boundary line between any Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 7.14, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.14.2. Sharing Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

7.14.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.14.4. Weatherproofing. Notwithstanding any other provisions of this Section 7.14, an Owner who by his negligent or willful acts causes the party wall to be exposed to

the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

7.14.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 7.14 shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

7.14.6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 7.14, unless the parties can agree upon one arbitrator whose decision shall be binding, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator within ten (10) days of their selection, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request to do so the Officers shall select an arbitrator for the refusing party.

7.15. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the Property;
- b. Any Owner; or
- c. The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney fees.

7.16. Satellite Dishes. Satellite dishes, aerials, antenna, or systems may only be installed in accordance with FCC regulations taking into consideration the written Rules or guidelines established for or by the Association. The Officers may bar, in its sole discretion, satellite dishes, aerials, antenna, or systems, including HAM radio antenna, not expressly authorized by FCC regulations.

7.17. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, for the seven (7) years following the date on which this Declaration is filed for record in the office of the County Recorder of Davis County, Utah, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by the Declarant.

ARTICLE VIII
TERM, AMENDMENT AND TERMINATION

8.1. Term. The term of this Declaration shall be perpetual.

8.2. Amendments. The following provisions shall apply to amendments of this Declaration:

a. Declarant's Unilateral Amendment Rights. Declarant, acting alone and/or on behalf of the Association, shall have the absolute right to amend at any time prior to the completion of the development of the Property any provisions of this Declaration, and the related grant of easements (as the same may be amended from time to time), which Declarant believes are reasonably necessary to accommodate the development of the Property, provided that such amendments shall not adversely affect the marketability of title to any Lot or materially diminish the value of any Lot. In cases where any amendment does adversely affect marketability of title or materially diminish the value of any Lot such amendment may nevertheless be adopted by Declarant as allowed in the sentence immediately preceding so long as at the time such amendment becomes effective: (i) Declarant shall be the record owner of the Lot so affected and the affected Lot is not the subject of any contract for sale, or (ii) the written consent of the Owner (if other than Declarant) or contract vendee has been obtained.

b. Amendment by Owners. Following the completion of the development of the Property by the Declarant, or the earlier written relinquishment by the Declarant, or with the written approval of the Declarant, this Declaration may be amended by a vote of two-thirds (2/3) of the Owners of all Lots, provided that such amendment shall not adversely affect marketability of title or materially diminish the value of a Lot. Amendments to this Declaration by the Owners of Lots may only be made at a meeting called for that purpose, and within six (6) months after the date of such meeting there shall be recorded in the real estate records of Davis County, Utah, an instrument evidencing such amendment.

c. Relinquishment of Declarant Rights to Amend. By instrument signed by Declarant and duly recorded in the real estate records of Davis County, Utah, Declarant at any time may relinquish its right to amend this Declaration or make interpretations thereto as permitted below.

d. No Consent of Mortgagees. Except as provided below, consent of Mortgagees shall not be required in order to amend this Declaration.

e. No Amendment Inconsistent with Declarant Rights. Any instrument amending this Declaration shall be duly executed by the Declarant or the President and Secretary of the Association, as the case may be. Notwithstanding the preceding, no amendment shall be permitted that is inconsistent with any of the rights granted, retained or reserved to Declarant hereunder or which attempts to enlarge or expand any obligation of Declarant hereunder unless such amendment is consented to in writing by Declarant.

Further, where any amendment is not considered by Declarant, in its reasonable judgment, to be a material change to any provision of this Declaration, such as the correction of a technical, drafting or typographical error; correction of some obvious omission, resolution of any conflict with applicable law or County requirements; or clarification of any ambiguous statement or the like, such amendment may be made at any time by Declarant, without requirement to obtain the consent of any Owner or Eligible Mortgage Holder.

9.3. Rule Against Perpetuities. If any of the terms, covenants, conditions, easements, restrictions, uses, limitations or obligations created by this Declaration shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing like or similar time limits, such provision shall continue only for the period of the lives in being at the date of the recording of this Declaration plus twenty-one (21) years.

9.4. Termination. This Declaration may be terminated only if all Owners and Eligible Mortgage Holders agree to such termination by an executed acknowledged instrument duly recorded in the real estate records of Davis County, Utah. This Declaration shall also terminate in the event of the taking of all of the Property by condemnation or eminent domain.

9.5. Disbursement of Proceeds. Upon termination of this Declaration all property owned by the Association shall be sold by the Association either in whole or in parcels as the Board of Trustees may deem appropriate. The funds shall be disbursed without contribution from one Owner to another by the Association for the following purposes and in the following order:

- a. Payment of all customary expenses of the sale;
- b. Payment of all applicable taxes and any liens in favor of any governmental authority;
- c. Payment of the balance of any liens encumbering Association property;
- d. Payment of any unpaid costs, expenses and fees incurred by the Association; and
- e. Payment of any balance to the Owners in the same proportion that they pay Association Assessments; provided, however, there shall be deducted from any share due an Owner any delinquent and unpaid Association Assessments.

ARTICLE X GENERAL PROVISIONS

10.1. Rights of Eligible Mortgage Holders. Any Eligible Mortgage Holder shall be entitled to:

- a. Upon request, inspect the books and records of the Association during

normal business hours;

b. Receive written notice of meetings of the Association where the consent of any Eligible Mortgage Holder is required;

c. Upon request, obtain copies of Association financial statements;

d. Receive written notice of condemnation proceedings affecting any Association property;

e. Receive written notice of the lapse of any insurance that the Association is required to maintain under this Declaration; and

f. Where the Owner of any Lot shall be deemed delinquent in the payment of Assessment, any Eligible Mortgage Holder of said Lot shall be given written notice of such delinquency by the Association, provided the Eligible Mortgage Holder shall have been notified by the Association of its lien.

10.2. Provisions Incorporated in Deeds. Each provision contained in this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

10.3. Number and Gender. Unless the context shall otherwise provide, a singular number shall include the plural, a plural number shall include the singular and the use of any gender shall include all genders.

10.4. No Dedication. Unless expressly provided, nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Property to the public or for any public use.

10.5. Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by email, or regular mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) days after a copy of the same has been posted in the United States mail, postage prepaid for first class mail and addressed to the receiving party at the address last given by such party to the Association. Any notice to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

10.6. Utah Law. The interpretation, enforcement or any other matters relative to this Declaration shall be construed and determined in accordance with the laws of the State of Utah.

10.7. Severability. If any provision, paragraph, sentence, clause, phrase or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10.8. Indemnification. Each Officer shall be entitled to be indemnified and held harmless by the Owners against all cost, expenses, and liabilities whatsoever, including attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of being or having been an Officer, excluding only acts of gross negligence, intentional

misconduct, bad faith or reckless disregard by the Officer.

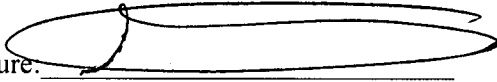
10.9. Conflict. In the event of any conflict, inconsistency or incongruity between the provisions this Declaration, as supplemented or amended, and the Articles of Incorporation or Bylaws, the provisions of the former shall in all respects govern and control.

EXECUTED this 29 day of June, 2017.

THE MEADOWS AT CITY PARK OWNERS ASSOCIATION, INC.

BY: Sheldon Mitchell

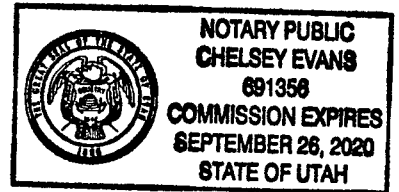
TITLE: Manager

Signature: 

STATE OF UTAH _____)

COUNTY OF DAVIS _____)

)SS:



On the 29 day of June 2017, personally appeared before me Chelsey Evans, who by me being duly sworn, did say that he/she is the President of The Meadows at City Park Owners Association, Inc. and that the foregoing instrument was approved by a majority vote of the Board of Trustees.

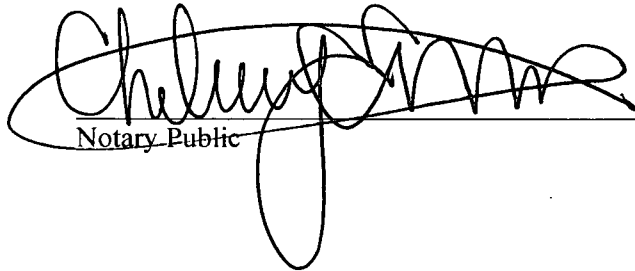

Notary Public

Exhibit "A"

Legal Description

Beginning at a point on the east line of 200 West Street South $0^{\circ}00'30''$ West 58.63 feet (58.00 feet by deed) from the Northwest Corner of Lot 3, Block 4, Plat A, Farmington Townsite Survey, said point of beginning being South $0^{\circ}30'00''$ West 275.06 feet along the monument line in 200 West Street and South $89^{\circ}40'20''$ East 49.50 feet from a Farmington City Street Monument in the intersection of State Street and 200 West Street, and also being North $89^{\circ}53'30''$ East 50.85 feet along the quarter section line to the monument line of 200 West Street and South $0^{\circ}30'00''$ West 154.55 feet along the monument line in 200 West Street and South $89^{\circ}40'20''$ East 49.50 feet from the West Quarter Corner of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, and running;

Thence South $89^{\circ}40'20''$ East 249.37 feet;

Thence North $0^{\circ}30'20''$ East 58.63 feet to the Northeast Corner of Lot 3, Block 4, Plat A, Farmington Townsite Survey;

Thence South $89^{\circ}40'20''$ East 83.11 feet along the north line of Lot 5, Block 4, Plat A, Farmington Townsite Survey;

Thence South $0^{\circ}30'40''$ West 6.03 feet;

Thence South $89^{\circ}40'20''$ East 75.57 feet;

Thence South $0^{\circ}30'40''$ West 10.56 feet;

Thence South $89^{\circ}36'54''$ East 115.19 feet to the west line of 100 West Street;

Thence South $0^{\circ}30'40''$ West 149.24 feet along the west line of 100 West Street to the extension of the south line of Lot 6, Block 4, Plat A, Farmington Townsite Survey;

Thence North $89^{\circ}46'00''$ West 263.78 feet to and along the south line of Lot 6, Block 4, Plat A, Farmington Townsite Survey;

Thence North $0^{\circ}30'20''$ East 33.36 feet;

Thence North $89^{\circ}46'00''$ West 259.44 feet to the east line of 200 West Street, (also being the west line of Block 4, Plat A, Farmington Townsite Survey);

Thence North $0^{\circ}30'00''$ East 74.81 feet along the east line of 200 West Street (also being the west line of Block 4, Plat A, Farmington Townsite Survey) to the point of beginning.