

After Recording Return to:
VIAL FOTHERINGHAM, LLP
515 South 400 East
Salt Lake City, Utah 84111

RE-RECORDED
SECOND AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR TRAILSIDE PARK
(A Planned Unit Development & Adult Community)
In Davis County, Utah

THIS DOCUMENT IS BEING RE-RECORDED SINCE THE INCORRECT VERSION OF THIS DOCUMENT WAS RECORDED ON 7-19-17 AS ENTRY NO. 3033428.

THIS RE-RECORDED SECOND AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TRAILSIDE PARK (this "Declaration") is hereby adopted by Trailside Park II Homeowners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property more particularly described in **Exhibit A** attached hereto ("Property"). The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision.

(B) **NOTICE OF AGE RESTRICTED COMMUNITY.** The Project is intended and has operated as housing for older persons, 55 years of age or older, pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995, with over 80% of the Lots being occupied by at least one person 55 years of age or older. It is the intent of the Association and its Members that at least 80% of the Lots shall be occupied by at least one person who is 55 years of age or older, and occupancy by persons under the age of 18 on any Lot is limited, See Article 8.8. The Association reserves the right to approve new Owners based upon age requirements and may deny a potential Owner if their acquisition of a Lot would place the community below 80% of the Lots being owned and occupied by a person under the age of 55.

(C) On or about November 18, 2005, a Plat Map depicting Trailside Park Subdivision Phase 1 was recorded in the Davis Recorder's Office, State of Utah, as Entry No. 2123687 ("Phase 1").

(D) On or about June 29, 2007, that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park ("Enabling Declaration") was recorded in the office of Davis County Recorder, State of Utah as Entry No. 2284453.

(E) On or about August 14, 2007, that certain Supplemental Declaration and Addendum to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park (“Supplemental Declaration”) was recorded in the office of the Davis County Recorder, State of Utah, as Entry No. 2297380.

(F) On or about March 29, 2012, a Plat Map depicting Trailside Park Subdivision Phase 2 was recorded in the Davis Recorder’s Office, State of Utah, as Entry No. 2651989 (“Phase 2”).

(G) On or about September 13, 2012, an Amended & Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park (“Amendment”) was recorded in the office of the Davis County Recorder, State of Utah, as Entry No. 2686909.

(H) On or about February 11, 2013, a Plat Map depicting Trailside Park Subdivision Phase 3 was recorded in the Davis Recorder’s Office, State of Utah, as Entry No. 2719574 (“Phase 3”).

(I) On or about May 23, 2013, a Plat Map depicting Trailside Park Subdivision Phase 4 was recorded in the Davis Recorder’s Office, State of Utah, as Entry No. 2742751 (“Phase 4”).

(J) On or about July 8, 2013, a Plat Map depicting Trailside Park Subdivision Phase 5 was recorded in the Davis Recorder’s Office, State of Utah, as Entry No. 2752515 (“Phase 5”).

(K) On or about June 11, 2014, that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park (“First Amendment”) was recorded in the office of the Davis County Recorder, State of Utah, as Entry No. 2808104.

(L) On or about August 15, 2014, a Plat Map depicting Trailside Park Subdivision Phase 7 was recorded in the Davis Recorder’s Office, State of Utah, as Entry No. 2818457 (“Phase 7”).

(M) On or about August 15, 2014, that certain Supplemental Declaration of Phase 7 to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park as Amended by the First Amendment to Amended & Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park (“Supplemental Declaration for Phase 7”) was recorded in the office of the Davis County Recorder, State of Utah, as Entry No. 2818458.

(N) On or about May 11, 2015, a Plat Map depicting Trailside Park Subdivision Phase 8 was recorded in the Davis Recorder's Office, State of Utah, as Entry No. 2865976 ("Phase 8").

(O) On or about May 11, 2015, that certain Supplemental Declaration of Phase 8 to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park as Amended by the First Amendment to Amended & Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park ("Supplemental Declaration for Phase 8") was recorded in the office of the Davis County Recorder, State of Utah, as Entry No. 2865977.

(P) On or about December 19, 2015, a Plat Map depicting Trailside Park Subdivision Phase 6 was recorded in the Davis Recorder's Office, State of Utah, as Entry No. 2782320 ("Phase 6").

(Q) The Association and its Members, consistent with the Enabling Declaration, Amended & Restated Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(R) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of Trailside Park II Homeowners Association ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.


(S) The Association and its Members desire that the Board amend the Bylaws for the Association which were recorded on September 13, 2012 in Davis County Recorder's Office as Entry No. 2686909, and hereby authorize and approve the recording of the Amended & Restated Bylaws of Trailside Park II Homeowners Association, a copy of which is attached hereto as **Exhibit B** ("Bylaws"), which shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit B**. These Bylaws hereby replace and supersede all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

CERTIFICATION

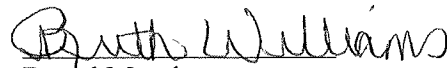
(T) On or about April 12, 2017, pursuant to proper notice, a meeting was held wherein the Owners of record, holding not less than sixty-seven percent (67%) of the total voting power of the Association, were present in person or by proxy and cast votes approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

Gary Oscarson, Ruth Williams and Henry Kent, of the Board, hereby certify and swear that the above-described consents were obtained accepting and approving of the recording of this Declaration, Bylaws and filing of the Articles.


Gary Oscarson


Board Member

Ruth Williams


Board Member

Henry Kent


Board Member

(U) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(V) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(W) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) “Architectural Review Committee” or “ARC” shall mean the Architectural Review Committee created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) “Articles” shall mean the Articles of Incorporation for the Association, as amended from time to time.

(E) “Association” shall mean TRAILSIDE PARK II HOMEOWNERS ASSOCIATION, and as the context requires, the officers or directors of that Association.

(F) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of TRAILSIDE PARK II HOMEOWNERS ASSOCIATION.

(G) “Bylaws” shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit B**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) “City” shall mean Syracuse City, Utah and its appropriate departments, officials and committees.

(I) “County” shall mean Davis County, Utah and its appropriate departments, officials and committees.

(J) “Common Area(s)” shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Area(s).

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(L) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trailside Park, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, together with all improvements located on the same Lot and used in conjunction with such residence.

(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, single family homes, dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s), including all Improvement located thereon. Lot may also refer to each individually owned Dwelling. The inclusion of Dwelling in this definition does not give the HOA authority to enter any home without the approval of the home owner.

(Q) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(R) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Davis County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.

(S) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(T) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Trailside Park in the Davis County Recorder's Office, as it may be amended from time to time.

(U) "Project" shall mean all phases of Trailside Park and all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(V) "Property" shall have the meaning set forth in the recitals.

(W) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.3 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.5 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area;

(c) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III
COMMON AREAS & AREAS OF PRIVATE OWNERSHIP
AND/OR RESPONSIBILITY

3.1 The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), or described in this Declaration, including detention basins and any structures related to the operation or maintenance of the Common Areas, together with any rights of way and utilities, as shown on the recorded Plat(s), except as otherwise provided in this Declaration. Common Areas shall be conveyed to and owned by the Association.

3.2 Areas of Private Ownership and/or Personal Responsibility. Each Lot and the Improvements located thereon shall be independently owned and insured. Owners shall maintain, repair and replace their Dwellings and all Improvements, including driveways, appurtenant to each Lot. Owners shall be responsible for the repair, maintenance and replacement of any landscaping enclosed within fencing, including sprinkler systems that have been modified from original construction.

ARTICLE IV
MAINTENANCE OF COMMON AREAS
& OWNER RESPONSIBILITY

4.1 Subdivision. The Subdivision consists of 117 detached Dwellings.

4.2 Maintenance by the Association of Common Areas. the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the Improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair and replacement of the Common Areas, which include the following:

(a) Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from sidewalks, driveways and other relevant Common Areas within the Subdivision. Owners shall be responsible for removing snow from entryways, porches, patio areas, and other applicable areas. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow may be delegated to a third party, who may contract with the Board regarding the frequency of the snow removal and the amount of accumulation meriting removal.

(b) Landscaping. The Association shall perform general landscaping maintenance in all areas within the Subdivision that are not enclosed with fencing, which shall include mowing, edging, blowing of grass, raking and disposal of leaves, fertilizer, plant bed care, herbicide aerating, necessary tree and bush trimming and similar activities. The Association shall maintain the original sprinkler system, as originally installed, in the front, side and back yards. Owner is responsible for any changes in sprinkler modification or landscaping.

(c) Repair, maintenance and replacement of the perimeter fence and fencing installed at the time of initial construction.

(d) Any light poles.

(e) Any community mailboxes.

(f) Private utility lines/infrastructure that serves more than one Dwelling and is not the responsibility of the City or County;

4.3 Maintenance by Owner/Repairs by Association. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. In the event that an Owner permits his/her Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with

any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to access the offending Owner's Lot, but not home, and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

4.4 Alterations of Exterior Appearance. The Owners will maintain their Dwellings and Improvements in substantially the same condition and appearance as that approved by the ARC. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the ARC.

4.5 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ARC, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ARC, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Dwelling for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE V HOMEOWNER ASSOCIATION

5.1 Organization. The Board has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project, and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

5.2 Enforcement Powers. The Board shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Board shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Board shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

5.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Board has the power to levy assessments against each Lot as set forth in this Declaration. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) Assessments. 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 until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners 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 in 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 unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney 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.

- (i) Any increase in the regular assessments requires the approval of two-thirds (67%) of Owners.
- (ii) Unless otherwise established by the Board, regular assessments shall be due and payable on the first of each month and late if not received by the 10th of each month.

(b) **Special Assessment.** Special assessments may be utilized 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 repairs or replacement of the Common Areas. No special assessment will be levied without approval of sixty-seven percent (67%) of the Owners at a Special Meeting called for that purpose or upon the written consent of sixty-seven percent (67%) of the Owners.

(c) **Individual Assessments.** In addition, the Association may levy individual assessments on every Lot, Owner or occupant that shall cause any damage to the Project or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Lot(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

5.4 **Budget.** The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners at a meeting of members.

(a) The Board may revise the approved budgeted from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget.

(b) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories. A copy of the annual budget shall be provided to the homeowners.

(c) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

(d) The Association shall not borrow money without the approval of at least sixty-seven percent (67%) of the Owners.

5.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

(a) The Board may not use money in a reserve fund:

(i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;

(ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or

(iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

5.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

5.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs, including but not limited to the transfer, pledge, sale or alienation of a Lot, in an amount equal to two months of the then-current HOA Assessment. One-half of this fee will pay the first month HOA Assessment.

5.8 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

5.9 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s). The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as needed basis for particular matters, as they arise or the Board may set forth a generally applicable process in the Rules. Any such hearing process shall provide, at a minimum, at least seven (7) days' notice of the hearing to the Owner(s).

5.10 Association Rules The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the subdivision; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board . The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

(a) Rules shall be reasonable in light of all surrounding circumstances. Any Rule or Regulation proposed by the Board shall be provided to all Owners at least thirty (30) days prior to its adoption.

(b) In addition to Owners' right of disapproval of a Rule as set forth in the Act, within thirty (30) days of the distribution of a Rule, an Owner may file written notice of objection with the Board. If the Board receives ten (10) or more timely objections within thirty (30) days of distribution of the Rule(s), the Board shall place the subject Rule(s) at issue up to a vote by the members.

5.11 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

5.12 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act

and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures. Records retention will be in accord with the Non-Profit Act.

5.13 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

5.14 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

5.15 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles.

5.16 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VI NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

6.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

6.2 Due Date, Charges & Interest. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager or attorney related to collections.

6.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

6.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the

period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

6.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

6.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

6.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

6.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot or Dwelling for the purpose of securing payment of assessments under the terms of this Declaration. The Board may update the Trustee through the recording of a Substitution of Trustee in the event of enforcement through foreclosure.

ARTICLE VII
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

7.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE VIII
USE LIMITATIONS & RESTRICTIONS

8.1 Residency. All Lots shall be used only for family residential purposes, and no more than one Dwelling shall be constructed on any Lot. The Subdivision is an Adult Community, for those persons 55 and over pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995. Additional limitations, as allowed by law, are no more than two (2) persons in a one (1) bedroom Dwelling, nor more than four (4) persons in a two (2) bedroom Dwelling, and no more than six (6) persons in a three (3) bedroom Dwelling.

8.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

8.3 Licensed Contractor. It is highly recommended that no Improvement be constructed, remodeled or altered on any Lot or Dwelling except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

8.4 No Mining Uses. The property within the Project shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

8.5 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

8.6 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, AirBnb, VRBO, or other uses for providing accommodations to travelers. No Dwelling on a Lot shall be subjected to time interval ownership.

8.7 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the ARC.

8.8 Visitation of Minors. In general, no persons under the age of 18 are permitted to reside at Trailside for a period longer than 90 days in any 12 month period. However, there are limited exceptions to the 90 day rule for extenuating circumstance which do not need board approval but of which, the board should be made aware. They are as follows:

(1) A child with a disability condition. For instance, a child has down syndrome and the guardian does not have the capacity to care for the child, but the Trailside resident does.

(2) The person under 18 is/will be a care giver. A Trailside resident has a debilitating condition and the person under 18 will be providing care for the Trailside resident.

(3) A family crisis. This is a broad category which would include, divorce, death, loss of job, hospitalization, etc. The category also includes a situation where the child is in emotional or physical danger and the Trailside resident can provide a safe place.

(4) Any other circumstances must be approved in writing from the Board to the Owner.

Children residing at Trailside based on the above must be well supervised and adhere, without limitation, to the following provisions such as 8.12 No Noxious or Offensive Activity, 8.13 No Hazardous Activity, 8.14 No Unsightliness, 8.16 No Annoying Lights, 8.17 No Annoying sounds, etc.

8.9 Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City or temporary signs warning of some immediate danger. Political signs and signs indicating that a Dwelling or Lot is for sale shall be allowed. Notwithstanding, the Board may adopt Rules to restrict the location, number and size of the signs. In the case of political signs, the Board may also adopt Rules limiting their period of display to the relevant election season.

8.10 Livestock, Poultry, Pets, and Other Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, with the exception of dogs, cats or other household animals, which may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. No more than a maximum of two such household animals shall be kept on any Lot. "Control" for the above purposes shall mean on a leash/lead or within a vehicle, or within the Dwelling, or within a fenced yard. No dog runs or similar structures are allowed in the Subdivision. Animal caregivers shall promptly remove and dispose of all excrement emitted by their animals anywhere within the project including their own yards. Any animals that cause a nuisance by loud barking or other offensive activity shall not be permitted. Failure to abide by these conditions shall result in fines, as authorized by the Board and further remedies available by law.

8.11 Maintenance of Property. All lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

8.12 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot in the Subdivision, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Subdivision in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

8.13 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms, projectile fireworks, and setting open fires (other than properly supervised and contained barbecue grills and gas fire pits).

8.14 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

8.15 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules adopted by the Board. Trash containers left out for pick-up are to be removed within twenty-four (24) hours after pick-up

8.16 No Annoying Lights. No outdoor lighting shall be permitted except for lighting which is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Notwithstanding, holiday and seasonal lighting and displays are allowed.

8.17 No Annoying Sounds. No speakers, wind-bells, wind-chimes, or other noise making devices may be used or maintained on any Lot which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

8.18 Drainage. No Owner shall alter the direction of natural drainage from his/her Lot, nor shall any Owner permit accelerated storm run-off to leave his/her Lot without first using reasonable means to dissipate the flow energy.

8.19 No Fuel Storage. No fuel oil, gasoline (except in an appropriate container, as needed for lawn equipment), propane (except one installed propane tank and one spare which

used for an outdoor gas barbecue grill or fire pit), or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels used for heating may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

8.20 No Re-Subdivision or Combining. No Lot may be re-subdivided or combined without the consent of the Architectural Committee, and no re-subdivision of any Lot may result in the construction of any additional Dwelling units within the Subdivision.

8.21 Landscaping. Landscaping within the Subdivision, with the exception of areas within enclosed fencing, shall be maintained by the Association, unless an Owner states, in writing, that they will maintain all or part of the landscaping on their Lot. Prior written permission must be obtained from the Board for an Owner to materially modify exterior landscaping on any Lot. Any approved modification of exterior landscaping shall be made at the Owner's sole expense.

8.22 Fencing. Private fencing is allowed within the Subdivision but must be constructed of high-quality vinyl or similar synthetic material in architectural harmony with existing fencing in the Subdivision. The height, material, and specifications of the fence must be approved by the ARC. No fencing may be installed on any Lot without the prior written approval of the Architectural Review Committee. Upon written approval from the Architectural Review Committee, an Owner may install, at the Owner's sole expense (including any cost to repair existing landscaping or sprinkler system adjustment), fencing that complies with the requirements of the Declaration. The Board has discretion to increase an assessment against a particular Lot for any increased cost(s), including for landscape maintenance, as a result of fencing added by an Owner.

8.23 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Lots unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Subdivision for more than 72 hours, with the exception of a single car that may remain in the driveway. Short term parking by visitors is allowed. The Association reserves the right to adopt Rules relating to the parking of vehicles within the Subdivision including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (3) the assessment of fines to Owners and occupants who violate such Rules. Any parking must comply with the city requirement for a 20-foot roadway clearance to allow for the passage of emergency vehicles and equipment. No vehicles may be parked such that they block the sidewalk, pathways or mailboxes.

8.24 Number of Dwellings. Only one Dwelling may be constructed on any Lot.

8.25 Attached Garage. All Dwellings shall have an attached garage for at least two cars and a maximum of three cars unless prior written approval of the ARC is first obtained.

8.26 Windows. All windows must be of at least double pane. No mirrored or reflective glass may be used.

8.27 Antennas. All antennas must be enclosed within the Dwelling. Solar panels will be permitted only with the consent of the Architectural Review Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted. Small satellite dishes may be installed on or adjacent to Dwellings.

8.28 No Used or Temporary or Prefab Structure. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot (except for sheds which are approved by the ARC). No prefabricated housing may be installed or maintained on any Lot.

8.29 Driveways. As required by other sections in this Declaration, only one (1) automobile is allowed to remain in the driveway. All driveways are to be constructed of concrete. No other driveway materials will be allowed unless prior written approval of the Architectural Committee is first obtained. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way.

8.30 Mailboxes and Newspaper Holders. All Owners are required to use the locking mailboxes installed by the USPS in the Subdivision. No other mailboxes or newspaper holders may be installed without approval in writing by the ARC prior to installation.

8.31 Underground Utilities. All gas, electrical, telephone, television and any other utility lines in the subdivision are to be underground, including lines within any Lot which service installs entirely within that Lot. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

8.32 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

ARTICLE IX RENTAL/ RESTRICTIONS

9.1 Restrictions Governing Non-Owner Occupied Units. Notwithstanding anything to the contrary in the Declaration, any leasing and non-owner occupancy of a Dwelling shall be

governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section. The Subdivision is an Adult Community pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995, and required age restrictions apply to all Owners and occupants.

9.2 Definitions. For the purpose of this section:

- (a) “Non-Owner Occupied Dwelling” means a Dwelling that is occupied by someone while no Owner occupies the Dwelling as the Owner’s primary residence.

9.3 Restriction on Leasing and Non-Owner Occupancy. As of the date of this recording, there are no Non-Owner occupied Dwellings. In addition to those Dwellings that qualify for leasing pursuant to Article 9.4 below, only two (2) additional Dwellings may be rented or leased at any one time. In addition, any qualifying rental Dwelling must comply with the following restrictions:

- (a) All occupants must meet the age restriction requirements and any rental Dwelling must be occupied with at least one person 55 and older and otherwise comply with the age restrictions;

- (b) Any Lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident;

- (c) A copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association at least fifteen (15) days prior to occupation of the Dwelling by the Non-Owner Occupant.

- (d) Daily and weekly occupation by Non-Owner Occupants is prohibited (whether pay or not); and

- (e) The Owner(s) of a Dwelling shall be responsible for the occupant’s or any guest’s compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner occupant. The Association, the Board of Directors, and the Manger shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the

defense costs of the Association, the Board of Directors, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Dwelling expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending Non-Owner occupant.

9.4 Non-Owner Occupied Dwellings. The following Dwellings may be Non-Owner Occupied Dwellings, provided the occupants still meet the age restriction requirements:

- (a) An Owner in the military for the period of the Owner's deployment.
- (b) A Dwelling occupied by an Owner's parent, child, or sibling.
- (c) An Owner whose employer has relocated the Owner for no less than two years.
- (d) A Dwelling owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:
 - a. The estate of a current resident of the Dwelling; or
 - b. The parent, child, or sibling of the current resident of the Dwelling.
- (e) A Dwelling whose Owner (i) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Dwelling when the service has concluded;
- (f) A Dwelling owned by an Owner who uses the Dwelling as a primary residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility for up to two years, unless extended by the Board.

9.5 Permitted Rules. The Board of Directors may adopt Rules requiring:

- (a) Reporting and procedural requirement related to Non-Owner Occupied Dwellings and the occupants of those Dwellings, including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, their respective ages, vehicles, phone numbers, etc.;
- (b) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration; and
- (c) Verification procedures for the age of the Owners and occupants.

9.6 Tenant Selection. It shall be landlord's sole responsible to properly screen and select tenants, which selection process shall, as allowed by Federal or State law, include at least the following categories.

- False Information. Provides false information to the landlord on the Application or otherwise.
- Convictions. Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years. Any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- Sex Offender Registry. Appear on the sex offender registry and it is within four years of the date of conviction. Landlords leasing to a sex offender(s) whose conviction is over 4 years old must comply with UCA 77-27-21.7 related to "Protected Areas."
- Controlled Substance. Have been convicted of distribution of a controlled substance within the past four years.
- Probation and/or Parole. Are on court or Board of Pardons-ordered probation or parole for one of the disqualifying offenses listed above.

The landlord shall attest to the Board that the above criteria were reviewed by landlord prior to commencement of any lease. As allowed by law, Dwellings may not be leased to persons with any of the stated offenses.

9.7 Acknowledgment of Governing Documents. An approved lease must contain a signed acknowledgement that the lessee has been provided a copy of the Declaration of Covenants, Conditions & Restrictions. Such acknowledgement shall include an understanding that the lessee is held responsible to abide by the conditions of such documents and that continued violation may constitute grounds for termination of said lease. The lease shall also contain a signed acknowledgement by the lessor that they are responsible for the enforcement of the Declaration of Covenants, Conditions & Restrictions upon the lessee.

9.8 Lease Provision. All new leases shall contain a provision for lessees, asserting that at least one occupant of the Dwelling will be 55 years of age or older. In addition, new lessees must certify that no one under the age of eighteen (18) will reside in the Dwelling. The Board may survey all current residents for their occupancy status in compliance with the age requirements. The Board reserves the right to make, in its sole discretion, limited exceptions to the prohibition on occupants under the age of eighteen (18) for extenuating circumstances.

9.9 Hardship Exception. In addition to the two (2) allowed rental Dwelling and the exemptions set forth in Article 9.4, the Board shall be empowered to allow reasonable leasing

of Dwellings upon written application to avoid undue hardship on an Owner. An Owner who believes that he must lease his house to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the written approval of the Owner's application by the Board. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Board within ten (10) days after it has been signed by both parties. By way of illustration and not by limitation, examples of circumstances which would constitute undue hardship are those in which:

- (a) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Dwelling was placed on the market, sell the Dwelling while offering it for sale at a reasonable price no greater than its current appraised market value;
- (b) an Owner dies and the Dwelling is being administered by his/her estate;
- (c) The Dwelling is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; and
- (d) Those Owners who have demonstrated that the inability to lease their house would result in undue hardship and have obtained the requisite approval of the Board may lease their Dwellings for such duration as the Board reasonably determines is necessary to present undue hardship.

ARTICLE X ARCHITECTURAL REVIEW COMMITTEE

10.1 Architectural Review Committee ("ARC"). An Architectural Review Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. The ARC shall be comprised of one (1) Board member and two (2) homeowners. If no ARC is appointed, the Board will assume the duties and responsibilities of the ARC.

10.2 General Design Review. The Committee will use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Declaration. These standards are, of necessity, general in nature, and it is the Committee's responsibility to apply them in a manner that results in a high quality, attractive and well-designed community.

10.3 Approval by Board or ARC Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ARC. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. A written rendering, prepared by a licensed architect or engineer, of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the ARC will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ARC may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ARC fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

10.4 VariANCES. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot.

10.5 Board and ARC Not Liable. The Board, ARC and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ARC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ARC has acted improperly.

10.6 Limitations on Review. The ARC's review is limited to those matters expressly granted in this Declaration. The ARC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARC prior to construction.

ARTICLE XI INSURANCE

11.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that

provides more or additional coverage than the insurance required in this Declaration. EACH OWNER SHALL BE SOLELY RESPONSIBLE TO INSURE THE OWNER'S LOT AND DWELLING.

11.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and storm water run-off, if reasonably available; and (2) all perils normally covered by "special form" property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(c) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

11.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

11.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract

(if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

11.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds by: that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

11.6 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

11.7 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

11.8 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is

complete and, if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

11.9 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

11.10 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

ARTICLE XII DAMAGE & DESTRUCTION

12.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

12.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

12.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XIII
DISBURSEMENT OF PROCEEDS

13.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XIV
REPAIR AND RECONSTRUCTION

14.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XV
CONDEMNATION

15.1 Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least fifty-one percent (51%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least fifty-one percent (51%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair

or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to

recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

16.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

16.3 Limited Liability. Neither the Board, ARC, committees, their individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

16.4 No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Project that the Association and the Board have not made any representations or warranties of any kind related to the Project and

that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

16.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, Bylaws, Articles, and then the Rules.

16.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven percent (67%) of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

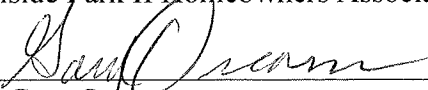
16.7 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

16.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws, Article 2.3.

16.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

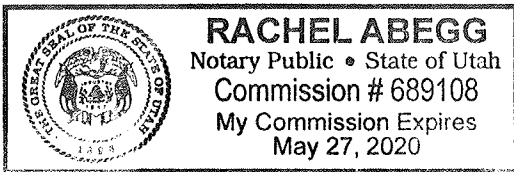
16.10 Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Trailside Park II Homeowners Association, Inc., a Utah non-profit corporation


By: Gary Oscarson
Its: Board Member

STATE OF UTAH)
)
) : SS
COUNTY OF Davis)

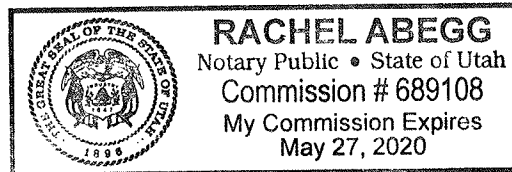
On this 25th day of July, 2017, personally appeared before me Gary Oscarson, who being by me duly sworn, did say that he/she is a Board Member of Trailside Park II Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Rachel Abegg
Notary Public

Trailside Park II Homeowners Association, Inc., a Utah non-profit corporation

Ruth Williams
By: Ruth Williams
Its: Board Member

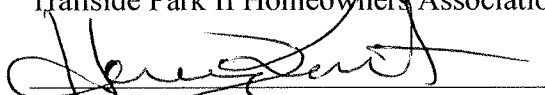


STATE OF UTAH)
)
) : SS
COUNTY OF Davis)

On this 25th day of July, 2017, personally appeared before me Ruth Williams, who being by me duly sworn, did say that he/she is a Board Member of Trailside Park II Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

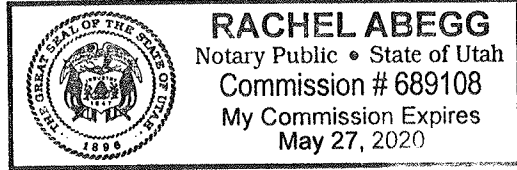
Rachel Abegg
Notary Public

Trailside Park II Homeowners Association, Inc., a Utah non-profit corporation



By: Henry Kent
Its: Board Member

STATE OF UTAH)
 : SS
COUNTY OF Davis)



On this 25th day of July 2017, personally appeared before me Henry Kent, who being by me duly sworn, did say that he/she is a Board Member of Trailside Park II Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

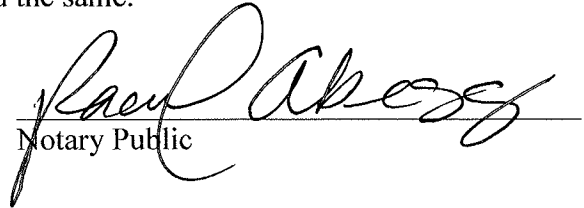

Notary Public

EXHIBIT "A"

All of Trailside Park Subdivision Phase 1, a Cluster Subdivision

Tax I.D. Nos: 12-625-0001-0011

All of Trailside Park Subdivision Phase 2 – 2nd Amended

Tax I.D. Nos: 12-758-0010-0033

All of Trailside Park Phase 2 – 3rd Amendment – Pad 27

Tax I.D. No: 12-769-0027

All of Trailside Park Subdivision Phase 3

Tax I.D. Nos: 12-775-0032-0041

All of Trailside Park Subdivision Phase 4

Tax I.D. Nos: 12-779-0045-0049

All of Trailside Park Subdivision Phase 5

Tax I.D. Nos: 12-781-0051-0057

All of Trailside Park Subdivision Phase 6

Tax I.D. Nos: 12-792-0060-0070

All of Trailside Park Subdivision Phase 7

Tax I.D. Nos: 12-804-0071-0094

All of Trailside Park Subdivision Phase 8

- Tax I.D. Nos: 12-827-0092-0121

Exhibit "B"

**AMENDED & RESTATED BYLAWS
OF
TRAILSIDE PARK II HOMEOWNERS ASSOCIATION**

The following are the Amended & Restated Bylaws ("Bylaws") of Trailside Park II Homeowners Association, a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Second Amended & Restated Declaration of Covenants, Conditions & Restrictions for Trailside Park Subdivision, a Planned Unit Development and Adult Community recorded in conjunction with these Bylaws in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

Section 1.2 Interpretation. The invalidity or unenforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof. These Bylaws have been prepared in conjunction with the Declaration & Articles and should be read and construed in light of that fact and liberally construed so as to affect all of the purposes of all three instruments. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held in January of each year at a location and time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five

percent (25%) of the total membership, as defined in the Declaration. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication, or (2) by hand-delivery, including affixing the notice to the front door of the Unit. (Notwithstanding, an Association may at its option provide required notices by U.S. mail). Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board, or by hand-delivery, including affixing the notice to the front door, of the Owner's Dwelling. Said notice is effective upon sending the email or electronic communication or upon affixing the notice to the front door of the Unit. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon depositing in the mail. Notices shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request to the Association for notice by U.S. mail.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least fifty-one percent (51%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting may proceed as if a quorum were present, including a vote on any items/officers requiring a vote by the Owners. Thereafter, the Association shall provide Owners, via email, a copy of the minutes of the meeting, including a summary of any action that required Owner approval. A ballot shall be included with the minutes instructing any Owner, eligible to vote, that failed to attend the meeting to return the ballot, within a time period specified therein, if that Owner disagrees with any action taken at the meeting. Owners in attendance at the meeting that approved the action, together with those Owners that failed to respond within the specified deadline, shall be counted as approving votes for the action or measure taken.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if written consent is obtained approving such action from members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

An Owner may revoke a prior written consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one equal vote for each Lot in which they are an Owner. There shall only be one vote for each Lot in the Project. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor: the vote of a trustee or successor trustee of any trust that is an Owner on the real property records; the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled;

and the vote of the authorized representative of any legally organized and existing entity, that is an Owner on the real property records.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). At the first meeting of the members at which election of Directors will take place, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election thereafter, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners or an Owners' legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (67%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until an election is held at the next member meeting. The elected replacement officer will serve the remaining unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors shall be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized. Nothing in these Bylaws prevents a director from being re-elected to their respective positions.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least semi-annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Executive sessions may be closed to the owners for the following purposes: to consult with an attorney or to discuss ongoing litigation, personnel matters, contract negotiations, delinquencies, matters involving an individual if privacy is required, and other similar circumstances.

Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and

make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the unanimous written approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. Further, a manager or Director may set forth a reasonable deadline for a response to a proposed action, whereby a non-response becomes an affirmative vote by the non-responsive Director.

Section 5.6 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority and responsibility to a manager or managers, subject to any limitations or provisions contained in the Declaration. The Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account(s) for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and Facilities;
- (f) Maintenance of private roadways (if any);
- (g) Maintenance of any private water system or other private utility (if any);
- (h) Adoption and amendment of rules and regulations;
- (i) Enforcement of the Declaration, including the retention of legal counsel;
- (j) Commencement of legal action when necessary;
- (k) Imposition of fines, sanctions and citations;
- (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (m) Purchase of and maintenance of insurance;
- (n) Maintenance of books and records of the Association;
- (o) Emergency repairs;
- (p) Manage parking;
- (q) Adoption of reasonable pet restrictions; and

- (r) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

Section 6.2 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows. The Board may also utilize a manager or managers to assist in these duties. The Board may also adopt rules and policies governing the signing of checks, approval of invoices, deposit of accounts, limits on spending without Board approval and other polices governing the accounts and funds of the Association.

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary/Treasurer: The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners. The secretary/treasurer shall also receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Other Officers: Other officers shall have the duties and obligations as set by the Board.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary/treasurer and such other office as designated by the Board, who shall at all times be members of the Board. The Board may also divide the duties of the secretary/treasurer with a Board appointee.

Section 7.2 Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.3 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.4 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Control Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

**ARTICLE X
WAIVER OF PROCEDURAL IRREGULARITIES**

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived if no objection is made within thirty (30) days of the meeting; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection is made within thirty (30) days of the meeting; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (b) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

**ARTICLE XI
AMENDMENTS/ ORDER OF PRECEDENCE**

Section 11.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least sixty-seven percent (67%) of the total membership, or by the written consent of at least sixty-seven percent (67%) of the total membership. An amendment to these Bylaws shall be effective immediately upon

recording in the Office of the Davis County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XII
FISCAL YEAR**

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

The foregoing Bylaws are adopted by the undersigned and made effective upon recording in the Office of the Davis County Recorder, State of Utah.

TRAILSIDE PARK II HOMEOWNERS ASSOCIATION

DATE:

By:

Gary Oscarson
Gary Oscarson
Board Member

25 Jul 2017

TRAILSIDE PARK II HOMEOWNERS ASSOCIATION

By:

Ruth Williams
Ruth Williams
Board Member

25 Jul 17

TRAILSIDE PARK II HOMEOWNERS ASSOCIATION

By:

Henry Kent
Henry Kent
Board Member

25-Jul-2017

In the County of Davis, State of Utah, Subscribed
and sworn to before me this 25th day of July, 2017 by
Gary Oscarson, Ruth Williams & Henry Kent.

Rachel Abegg
Notary Signature and seal

