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EH 3086731 PG 1 OF 14
LEANN H KILTS, WEBER COUNTY RECORDER
22-SEP-20 2:10 PM FEE \$136.00 DEP PV
REC FOR: MATHEW SCHWENK

**RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND BYLAWS OF
HIDDEN HOLLOW P.R.U.D**

**Original 2/14/2019
Revised 01/21/2020**

THIS DECLARATION, made on the date hereinafter set forth by WINDRUFF CONSTRUCTION COMPANY hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, the undersigned is the declarant under CC&Rs recorded 5/12/15 as entry 2735267 affecting certain property in West Haven City, County of Weber, State of Utah, which is more particularly described as:

PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 2550 SOUTH STREET, SAID POINT BEING S89'36'10"E ALONG THE SECTION LINE 1090.98 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE ALONG SAID RIGHT OF WAY S89'36'10"E FEET; THENCE S00'53'01"W 994.19 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N89'25'04"W 357.29 FEET TO THE INTERSECTION WITH A SECOND FENCE; THENCE ALONG THE SECOND FENCE, N00'46'18"E 553.40 FEET TO A THIRD FENCE; THENCE ALONG SAID FENCE LINE S89'42'03"E 109.18 FEET; THENCE S00'53'01"W 10 FEET; THENCE S89'25'54"E 189.20 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE N00'53'01"E 450.00 FEET TO THE POINT OF BEGINNING. BEING ALL OF HIDDEN HOLLOW P.R.U.D TAX ID NUMBERS 15-574-0001 THROUGH 0024. CONTAINING 227,710 SQUARE FEET OR 5.113 ACRES AND PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF 2550 SOUTH STREET, SAID POINT BEING S89'36'10"E ALONG THE NORTH LINE OF SAID SECTION 35, 283.50 FEET AND S00'23'38"W 33.00 FEET FROM A FOUND BRASS CAP MONUMENT AT THE NORTH QUARTER CORNER OF SAID SECTION 35; AND RUNNING THENCE S89'36'10"E ALONG SAID SOUTHERLY RIGHT-OF-WAY, 59.69 FEET; THENCE S00'59'49"W 146.68 FEET; THENCE N89'36'04"W 5.79 FEET; THENCE S01'02'09"W 10.81 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 25.31 FEET, A RADIUS OF 16.00 FEET, A CHORD BEARING OF S44'17'02"E, AND A CHORD LENGTH OF 22.75 FEET; THENCE S89'36'14"E 69.95 FEET; THENCE N00'57'18"E 100.00 FEET; THENCE S89'36'14"E 70.00 FEET; THENCE S00'57'18"W 103.33 FEET; THENCE S89'36'09"E 149.89 FEET; THENCE S00'59'50"W 258.90 FEET; THENCE S89'10'39"E 150.39 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 2185 WEST STREET, SAID POINT ALSO BEING

THE WEST LINE OF HIDDEN HOLLOW P.R.U.D.; THENCE S0045'18"W ALONG SAID WESTERLY RIGHT-OF-WAY 403.08 FEET• TO THE SOUTHWEST CORNER OF LOT 24, HIDDEN HOLLOW P.R.U.D.; THENCE N89°35'02"W 151.98 FEET; THENCE S00°59'53"W 163.20 FEET; THENCE N89°32'26"W 237.47 FEET; THENCE N00°59'50"E 796.32 FEET; THENCE N89°36' 14"W 122.66 FEET; THENCE N00°59'50"E 60.00 FEET; THENCE N89°36'10"W 150.00 FEET; THENCE N00°59'50"E 133.34 FEET; THENCE S89°36'04"E 150.22 FEET; THENCE N01°02'09"E 133.34 FEET TO THE POINT OF BEGINNING. BEING ALL OF HIDDEN HOLLOW P.R.U.D PHASE 2 TAX ID NUMBERS 15- 656-0001 THROUGH 0034. CONTAINING 305,311 SQUARE FEET OR 7.009 ACRES

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value of desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to HIDDEN HOLLOW HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

- a. All **PRIVATE** roads as platted on the map.
- b. All of the detention basin.
- c. All **CULINARY** water lines within the subdivision
- d. All drainage easements, dams, flood easements and rights of way or easements as may be necessary for water, shall be common areas.
- e. All other part of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WINDRUFF CONSTRUCTION COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid.
- b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer approved by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, the Owner's right of enjoyment to the Common Areas to family members who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

- a. **Class A.** Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
- b. **Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

Section 3. Quorum. A quorum comprises two-thirds (2/3) of owners present at any annual, regular, or special meeting of the membership. Owners that are represented for any purpose, whether by presence or by proxy, shall constitute a quorum for the transaction of business.

Section 4. Annual Meeting. Notice of the annual meeting shall be delivered not less than 30 days, nor more than 60 days, in advance of the meeting. Notice shall be given via email and public notices posted in common areas. At minimum the agenda shall include a financial reporting for the year, proposed budget for upcoming year, and officer elections.

Section 5. Action by Written Ballot. A written ballot shall be implemented to elect officers and other business, as deemed appropriate by the Board of Directors.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be three hundred dollars (\$300).

- a. From and after January 1 of the year, immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a vote of two-thirds (2/3) of members who have voting in person or by proxy, at a meeting duly called for annual assessment purposes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, by a vote of two-thirds (2/3) of members who have voting in person or by proxy, at a meeting duly called for special assessment purposes.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under 3 or 4, shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first meeting called, the presence of two-thirds (2/3) of members who have voting in person or by proxy shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided, however, that until a unit has been both fully improved with all utilities installed and occupied for the first time as a residence.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any proceeding in the lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or form the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL & COMMITTEE

Section 1. Each home must have a minimum two (2) car garage, and the exterior wall covering must be at least seventy percent (70%) brick. No home shall be less than 1,200 square feet. All homes will be allowed to have a maximum 10x12 shed, with a maximum height of 14 feet, and a patio cover approved by the Board of Directors. Any shed variances must be approved by the Architectural Control Committee (ACC). No building, wall, dog run, or other structure except a patio, awning, or storage shed shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant, or the Board of Directors of the Association, or by an ACC composed of three (3) or more representatives appointed by the Board. Failure of the Board or committee to act within 30 days after submission shall be deemed to constitute approval by the Association.

Section 2. The Association will be responsible for maintenance of all perimeter fencing around the subdivision. Each Owner will responsible for maintenance of their individual fencing on their lot.

Section 3. ACC must be comprised of members and shall be appointed by the Board of Directors, in accordance with the Bylaws, to oversee any construction, re-construction, remodeling, altering of exterior, or improvements. If no ACC is appointed, the Board of Directors will assume the duties and responsibilities of the ACC. At least three (3) members must act as the ACC and a majority of these must approve the plans or renderings before any action can be taken by an Owner. No exterior improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ACC. Approval of the Committee will be sought in the following manner:

- a. **Plans or Renderings Submitted.** The ACC, at its discretion, may request a written rendering, prepared by a licensed contractor, architect or engineer (if applicable) of the proposed remodeling or construction be submitted. The plans or renderings 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). For simple improvements, the ACC may accept other plans or documentation submitted by the Owner.
- b. **Review.** Within 30 days from receipt of the submitted plans, the ACC 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 ACC 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 ACC 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.
 - d. **Variances.** The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the governing documents. The burden of obtaining a variance is entirely on the applicant.
 - e. **Board and ACC Not Liable.** The Board, ACC 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. Owners shall have no claim against the Board or ACC 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 and may seek independent redress if believed the Board or ACC acted improperly.
 - f. **Limitations on Review.** The ACC's review is limited to those matters expressly granted in this declaration. The ACC 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.

ARTICLE VI USE RESTRICTIONS

Section 1. All units in the tract and in such property as may be annexed thereto shall be known and described as single-family residential units and shall be used for no purpose other than single-family residential purposes.

Section 2. There shall be no obstructions of the common areas by members, guests, or invitees, without the prior written consent of the Board of Directors. The Board of Directors may by rules and regulations, prohibit or limit the use of the common areas, as may be reasonable, necessary for protecting the interests of all the members, or protecting the units or the common areas. Nothing shall be altered on, constructed in, or removed from, the common areas except upon the prior written consent of the Board of Directors.

Section 3. Nothing shall be done or kept in any unit or in the common areas, or any part thereof, which would result in the cancellation of the insurance on the project or any part

thereof or increase the rate of the insurance on the project or any part hereof over what the Board of Directors would pay for such activity without the prior written consent of the Board of Directors. Nothing shall be done or kept in any unit or in the common areas or in any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any government body. No damage to, or waste of, the common areas or any part thereof, shall be committed by any Owner, member, or any invitee of any Owner, and each member shall indemnify and hold the Board of Directors and the other owners harmless against all loss resulting from any such damage or waste caused by Owner, member, or invitees; provided, however, that any invitee of the Declarant shall not under any circumstances, be deemed to be an invitee of any other Owner.

Section 4. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any Lot, except one sign for each building site, or not more than eighteen (18) inches by twenty four (24) inches, advertising the property for sale except signs used by the Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 5. No noxious or offensive trade or activity shall be carried on in any unit or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each member's respective dwelling unit or which shall in any way increase the rate of insurance.

Section 6. No structure of a temporary character, such as, trailer, tent, shack, garage, barn, or other out building shall be used in connection with any unit at any time as a residence, either temporarily or permanently. Only currently licensed cars or trucks up to 1 ton are allowed in driveways. Recreational vehicles, such as campers, motorcycles, ATVs, UTVs, trailers, boats, or similar vehicles, must be kept in an enclosed garage or behind the Owner's fence, except temporary parking, which shall not exceed 48 hours.

No residents shall repair or restore any vehicles of any kind, in common areas or in driveways, except for emergency repairs, not to exceed forty-eight (48) hours.

Visitors may park on the street, except areas designated as no parking, for no longer than forty-eight (48) hours, except in cases of imminent snow. On-street visitor parking must be done in a manner that does not block emergency vehicles or affect Owners' ingress or egress from driveways. Vehicles violating parking rules are subject to fines or towing.

To allow for snow removal, on-street parking is prohibited 12 hours before the time of projected snow arrival until after the street has been plowed.

Section 7. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept in or around any unit or the common area, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any units subject to the rules and regulations

adopted by the Association, provided, that they are not kept, bred, or maintained for commercial purposes, or in unreasonable quantities. Each lot shall have no more than three (3) dogs or three (3) cats with a maximum total not to exceed four (4) pets, in any combination.

The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other member. Animals belonging to members, occupants or their licensees or invitees within the properties must be either kept within a fenced yard, an enclosed patio, or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Control Committee. Should any animal belonging to a member be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the properties) or person designated by Declarant to do so, or the Board of Directors, to a pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any member shall be absolutely liable to each and all remaining Owners, their families, guests, and invitees, for any unreasonable noise or damage to person or property caused by animals brought or kept upon the properties by an Owner or by members of the Owner's family, or guests; and it shall be the absolute duty and responsibility of each such member to clean up after such animals which have used any portion of the common area.

Section 8. No displeasing or unsightly conditions shall exist such as rubbish, trash, garbage, unkempt plantings, devices, equipment, or other waste material shall be kept or permitted upon or around any unit or common areas unless screened and concealed from view. No odor or rodents shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.

Section 9. No fence, hedge, wall or other dividing instrumentality shall be constructed, planted or maintained except those that are approved by the Architectural control committee. The Committee may allow such as are compatible with its architectural plans, and total development of the project.

Section 10. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed, or permitted to remain on any of the units or in said tract unless and until the same have been approved in writing by the Architectural Committee of the Association.

Section 12. All exterior colors of the project shall be earth tone in nature, described as containing some brown, gray, or white colors, as established by Declarant's precedence. Future maintenance, upkeep, etc., shall be of the same type, quality, and color. Door colors may be selected from the ACC approved earth tone color wheel.

Section 13. The PRUD is a home-owner, owner-occupied community with no allowance for rentals, leases, or contract purchases.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding any provision of this Declaration to the contrary, **West Haven City** shall have the right, but not the obligation, to initiate litigation or arbitration against any Owner or entity who is or may be subject to the requirements of the Declaration, to enforce any of the terms of this Declaration when, in the City's sole judgment, such action is necessary.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument approved by two-thirds (2/3) of members. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members. Hidden Hollow P.R.U.D Subdivision may be annexed by the Declarant without the consent of members within 5 years of the date of this instrument.

Section 5. Maintenance. Each Owner of a Lot and/or home shall be charged with the responsibility of maintenance and upkeep of same. Each home and/or Lot will be maintained in a manner acceptable to the Architectural Control Committee and the Homeowners Association at all times. Each Lot is equipped with metered secondary water supplied by Weber Basin Water. Maintenance of the pressurized irrigation system from the meter to the valve boxes and entire sprinkler system on Lot is the responsibility of the Owner.

Section 6. **Creation of Maintenance Lien.** In the event that a Lot and/or home is not maintained in an acceptable manner, as determined by the Homeowner's Association, the Association shall contact the Owner (by certified mail) stating the nature(s) of the maintenance in question and allowing a reasonable time for correction. In the event that maintenance corrections are not satisfactorily completed within the reasonable time period allowed, the Committee or the Association may contract for the work to be completed and pay for such work. The Committee or Association shall file a lien on said property and provisions of Article IV, Section 8 and Section 9 of this Declaration shall apply.

Section 7. **Easements for City and County Use.** In addition to the foregoing easements over the Common Area, there shall be, and Declarant hereby reserves the covenants for itself and all future Owners, within HIDDEN HOLLOW P.R.U.D., easements for city, county, and federal Public services, including but not limited to, the right of the police to enter upon any part of the Common Area for the purpose of enforcing the laws. Cities shall also have the easement and right-of-way on the Common Areas and facilities for the purpose of repairing and replacing facilities therein and thereon at its option in the event the Owners Association fails and neglects to do so and to have a lien therefor to guarantee replacement of the costs thereof against all Lots in the Properties.

Section 8. **Snow Removal.** The Association shall make reasonable and prudent efforts to contract with a third-party, non-related, independent contractor for removal of snow from the common areas only, as outlined in an approved contract. Members shall be responsible and take reasonable precautions with respect to ice and snow accumulation. Snow must not be pushed into the street.

ARTICLE VIII INSURANCE

Section 1. **Indemnity of Association Board and Officers.** The Association will indemnify the officers, agents, and board members 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. 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).

Section 2. **Insurance Requirement.** The Association shall obtain insurance, as required in this Declaration and as required by applicable law, to cover all common areas. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. If a loss occurs, that is covered by a property insurance for the common area, the Owner may be responsible for the Association's deductible if loss is due to Member's negligence.

Section 3. Owner Responsibility to Obtain Insurance. Each Owner shall obtain maintain policies of fire and casualty insurance, and a policy or policies covering against liability incident to the ownership of Lot and home site, and all improvements.

ARTICLE IX BOARD OF DIRECTORS

Section 1. Management. In connection with the Association, the business, property and affairs of the project shall be managed, operated, and maintained by Board of Directors as an agent for Members. The board has the authority to enter into contracts that are reasonably necessary for the Board to perform its functions as agents for the Owners.

Section 2. Number. A seven (7) member Board of Directors shall comprise a President, Vice President, Secretary, Treasurer, and three (3) members-at-large.

- a. **President.** The President shall preside at meetings of the Board of Directors and meetings of the Members. S/He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Directors may require.
- b. **Vice President.** In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. S/He shall perform duties as the Board of Directors may require.
- c. **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Covenants, Bylaws or any resolution of the Board of Directors may require. S/He shall perform duties as the Board of Directors may require.
- d. **Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Directors. S/He shall perform duties as the Board of Directors may require.
- e. **Members-at-Large.** Act as liaison between the Members and Board of Directors. S/He shall perform duties as the Board of Directors may require.

Section 3. Terms. President and Treasurer shall serve two (2) years with elections in even years and Vice-President and Secretary shall serve two (2) year terms with elections in odd years. Members-at-large are one (1) year terms with elections annually. All positions may serve consecutive terms if no new nominations are received.

Section 4. Nominations. A request for nomination for open officer positions shall be posted for thirty (30) days each year. Nominees must be Members in good standing and consent to hold office. A slate of nominees will be presented for Members when the annual meeting date is posted. Ballot votes, either in person or by proxy, will be taken at the annual meeting and

appointments approved by a simple majority of members who have voting in person or by proxy. If a candidate is running unopposed, a simple voice vote may be taken.

Section 5. **Qualifications.** Only Members in good standing shall be eligible for Board seats.

Section 6. **Vacancies.** Should an officer vacate a position, the Board of Directors shall appoint a Member in good standing to fill the unexpired term.

Section 7. **Board of Director Meetings.** Board of Directors may meet without notice, as necessary, to ensure their duties are carried out efficiently and timely.

Section 8. **Quorum and Manner of Acting.** A majority of the Directors in office shall constitute a quorum for the transaction of HOA business at any meeting of the Board of Directors.

Section 9. **Compensation.** No Board of Director or committee member shall be compensated, however, a Member may be reimbursed for expenses incurred in performance of duties as a Director.

Section 10. **Resignation and Removal.** A Director may resign at any time by delivering a written resignation to either the President or a Board of Director member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed, at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of members who have voting in person or by proxy present at a special meeting of the Members duly called for such purpose. Special meetings of the Board of Directors may be called by or at the request of the President, the Vice President, or by a majority of Directors. Notice of any special meeting shall be given at least five (5) days prior by written notice delivered by mail, email, or in person.

**AMENDMENT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND BYLAWS OF
HIDDEN HOLLOW P.R.U.D**

The following changes to the Covenants, Conditions, Restrictions, and Bylaws of the Hidden Hollow P.R.U.D. have been passed by the homeowners:

- Removed gender references
- Ensured consistent quorum requirements
- Added annual meeting requirements
- Expanded Architectural Committee section
- Defined designated and allowable parking
- Expanded pet allowance
- Defined home ownership
- Expanded snow removal definition
- Added insurance section
- Defined color palette
- Added Board of Directors section

IN WITNESS WHEREOF, the undersigned representing the Board of Directors and Hidden Hollow homeowners, has hereunto set its hand and seal this 10th of July 2020.

HIDDEN HOLLOW HOMEOWNERS P.R.U.D.

Monica J. Schuert
By: Association President

STATE OF UTAH
COUNTY OF WEBER COUNTY

On the 10th day of July, 2020, personally appeared before me, the Hidden Hollow P.R.U.D. Homeowners' Association President and stated that the forgoing document was signed on behalf of said LLC by the authority of its Board of Directors and members, and acknowledged to me that that said corporation executed the same.



NOTARY PUBLIC

Tina Marie Smith

Commission Expires: 7/30/2023