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ELECTRONICALLY RECORDED

**Restated and Amended**

**Declaration**

**of**

**Covenants, Conditions and Restrictions**

**for**

**LAKEVIEW HEIGHTS**  
(a Planned Unit Development)

**December 2020**

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of Covenants, Conditions and Restrictions  
for Lakeview Heights  
(A Planned Unit Development)

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**RESTATED AND AMENDED  
DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAKEVIEW HEIGHTS  
(A Planned Unit Development)**

This Restated and Amended Declaration of Covenants, Conditions and Restrictions for Lakeview Heights Planned Unit Development (“Restated Declaration”) is made and executed this 21st day of December, 2020, by the Lakeview Heights Homeowners Association, a Utah nonprofit corporation (the “Association”), as approved and voted on by not less than fifty and one-half percent (50.5%) of the Owners of Residential Lots located within the Lakeview Heights Planned Unit Development (“Lakeview Heights”).

**RECITALS:**

WHEREAS, the Association is the record owner of those certain tracts more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof, except for all Residential Lots located within said Property which have been conveyed to Owners. The Association maintains the landscaped open space areas, natural open space areas, community and recreation facilities and other Common Areas.

WHEREAS, the Association and its members desire to provide for preservation of the values and amenities of the Property and to maintain the Common Areas. To this end and for the benefit of the Property and the Owners thereof, the Association has subjected the Property to the provisions of this Restated Declaration, which replaces that certain Declaration of Covenants, Conditions and Restrictions of Lakeview Heights Planned Unit Development executed by Developer under date of January 12, 1979 and recorded in the Official Records of Weber County, Utah, on January 12, 1979 as Entry No. 764193, in Book 1282 at Pages 543, et seq., which Declaration was replaced by the Amended Declaration of Covenants, Conditions and Restrictions of Lakeview Heights Planned Unit Development executed by Developer under date of June 3, 1981, and recorded in the Official Records of Weber County, Utah, on June 4, 1981 as Entry No. 837188, in Book 1383 at Page 229 (hereinafter referred to in these Recitals as the “Original Declaration”), and any amendments to the Original Declaration.

WHEREAS, the Association has been created for the efficient preservation of the values and amenities of the Property and possesses the powers to maintain and administer the Common Areas, collect and disburse the assessments and charges provided for in the Restated Declaration and otherwise administers and enforces the provisions of the Restated Declaration. The Association is incorporated under the laws of the State of Utah, as a nonprofit corporation.

NOW, THEREFORE, to accomplish the Owners' objectives, the following Restated Declaration is adopted. The Original Declaration, any amendments thereto, and the Bylaws of the

Association are hereby restated and amended by this Restated Declaration. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Lakeview Heights plat maps and any amendments thereto as reflected on the Weber County records; the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation of the Association, and the Articles of Incorporation on file with the State of Utah; and, any other article, provision, paragraph, or section from prior recorded documents that is required to maintain the legal status of Lakeview Heights, the Lots, and the Association, which, if repealed, would nullify or impair the legal status of Lakeview Heights, the Lots, or the Association.

It is hereby declared that the Lots within Lakeview Heights shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association and all Lot Owners of all or any part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein. If there is any conflict between this Restated Declaration and Original Declaration, this document shall control. The Original Declaration, and any amendments thereto are hereby restated, replaced and amended as follows:

## AMENDMENT

### ARTICLE I DEFINITIONS

When used in this Restated Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated:

- 1.1 **Association** shall mean THE LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation.
- 1.2 **Board** shall mean the Board of Directors of the Association.
- 1.3 **Common Areas** shall mean all property owned or designated on a recorded Plat as being owned and or maintained by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto. The Common Areas shall consist of all property described in Exhibit "B" attached hereto and made a part hereof, as well as any other land within the Association's geographic boundary that is not part of a Lot or public property.
- 1.4 **Declaration** shall mean this "Restated and Amended Declaration of Covenants, Conditions and Restrictions of Lakeview Heights Planned Unit Development," and shall at times be referred to here as either the "Restated Declaration" or the "Declaration".
- 1.5 **Design Committee** shall mean the Design Committee established by and referred to in Article VIII of this Restated Declaration.

- 1.6 **Living Unit** 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 Residential Lot and used in conjunction with such residence.
- 1.7 **Managing Agent** shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 4.1 (f) of Article IV of this Restated Declaration.
- 1.8 **Member** shall mean and refer to every person who holds a fee interest in a Lot within the Property and is thereby a member of the Association. All Owners are Members.
- 1.9 **Mortgage** shall mean any mortgage, deed of trust or trust deed or the act of encumbering any property by a mortgage, deed of trust or trust deed; and mortgage shall mean any mortgages of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.
- 1.10 **Owner** shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof.
- 1.11 **Property** shall mean all land covered by this Restated Declaration, including Common Areas and Residential Lots and other land annexed to the Property. The Property shall be the land described in Exhibit "A" attached hereto and made a part hereof.
- 1.12 **Residential Lot** shall mean any lot or land within the Property designed and intended for improvement with a Living Unit. The initial Residential Lots are shown on the Plat.
- 1.13 **Plat** shall mean and refer to those Plats of Lakeview Heights Subdivision recorded in the Official Records of Weber County, Utah as the same may be further amended from time to time.

**ARTICLE II  
PROPERTY DESCRIPTION AND ANNEXATION**

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

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

- 3.1 **Membership.** Every Owner upon acquiring title to a Residential Lot shall automatically become a Member of the Association and shall remain a Member thereof until such time

as his ownership of such Residential Lot ceases for any reason, at which time his membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

- 3.2 **Voting Rights.** The Association shall have one class of voting membership. —Members shall be all Owners. Members are entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.
- 3.3 **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Residential Lot, the vote relating to such Residential Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one vote be cast with respect to any Residential Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Lot concerned unless an objection is made at the meeting by another Owner of the same Residential Lot, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.
- 3.4 **Record of Ownership.** Every Owner shall promptly cause to be duly filed of record the conveyance document to him of his Residential Lot and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Lots.

#### **ARTICLE IV DUTIES AND POWERS OF THE ASSOCIATION**

- 4.1 **Duties and Powers of the Association.** Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Restated Declaration, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:
- a) The Association shall accept all Owners as Members of the Association.
  - b) The Association shall hold title to all Common Areas.
  - c) The Association shall maintain, repair, replace, and landscape the Neighborhood Recreation Areas of the Common Areas (including easement areas appurtenant thereto but excluding any portions of the Common Areas left in their natural state or designated as Natural Open Space on any recorded subdivision plat or map and), at the discretion of the Board.
  - d) To the extent no assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common

Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

- e) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Restated Declaration.
- f) The Association may, but shall not be required to, employ a responsible corporation, partnership, firm person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the board for cause upon thirty (30) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Association.

4.2 **Cable and Internet Services.** The Board may enter into contracts to provide telecommunication services benefitting not less than fifty percent (50%) of the Lot Owners (including but not limited to Comcast cable or internet), even though not all Owners may receive or choose to subscribe to such service. All Members shall pay as a common expense an equal pro rata portion for the services so contracted. Any contract entered into subsequent to the adoption of this Restated Declaration shall comply with each of the following:

- a) No contract entered into by the Board shall be longer than five (5) years.
- b) Prior to the renewal by the Board of any existing contract for telecommunication services, or prior to entering into any additional long-term contract for telecommunication services for Members of the Association, the Board shall conduct a vote of the Membership.
- c) The Board shall inform the Membership in advance of any vote of the general contract terms, including the length of the contract and the monthly cost per Lot of the contract being considered for renewal or as an initial contract.
- d) The contract proposed by the Board shall be deemed approved unless at least forty-five percent (45%) of the Members vote to reject the proposed contract within thirty (30) days of receiving notice and a ballot.
- e) Notice and voting may be conducted electronically as determined by the Board.

4.3 **Powers and Authority of the Association.** The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit

corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Restated Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limited the generality of the foregoing, the Association shall have the following powers:

- a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Residential Lot in violation of Article VIII of this Restated Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Restated Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Restated Declaration and such rules and regulations.
  
- b) In fulfilling any of these duties under this Restated Declaration, including its duties for the maintenance, repair, operation, or administration of the Common Areas and Residential Lots (to the extent necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term more than (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon not less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:
  - i) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the Board shall deem appropriate;
  - ii) Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of the Association, the members of the Board, the members of the Design Committee and the Owners;
  - iii) Such utility services, including (without limitation) culinary water, secondary water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;



- iv) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
  - v) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and
  - vi) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.
- c) The Board may delegate to the Managing Agent any of its powers under this Restated Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$10,000 nor the power to sell, convey, mortgage or encumber any Common Areas.
- d) The Association shall have the power and authority from time to time to contract with any Owner for the performance of maintenance or other services with respect to such Owner's Residential Lot; provided, however, that any such contract having a term of more than one (1) year shall provide that it may be terminated by either party at the end of the first year or at any time thereafter on not less than ninety (90) days written notice.
- e) The Association shall have all the power and authority given to it expressly by this Restated Declaration or by law, and every other power and authority reasonably implied from the existence of any power or authority given to it herein or reasonably necessary to effectuate any such power or authority.
- 4.4 **Association Rules.** The Board from time to time and subject to the provisions of this Restated Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.
- 4.5 **Limitation of Liability.** No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Design Committee or the Managing Agent.

## ARTICLE V ASSESSMENTS

- 5.1 **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Residential Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with

late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute, and remain; (a) a charge and continuing lien upon Residential Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be a charge on the Residential 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 therefore.

- 5.2 **Purposes of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvements of the Common Areas; management and supervision of the Common Areas; expenses associated with providing telecommunication services to Lots and Lot Owners (including but not limited to Comcast cable or internet), but only if not less than fifty percent (50%) of the Lot Owners subscribe to such service; establishment and funding of a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposed under this Restated Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements for the Common Areas that must be maintained, repaired or replaced on a periodic basis.
- 5.3 **Quarterly Assessments.** The Board shall from time to time and its discretion set the amount of the Quarterly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Restated Declaration and on the basis specified in Section 5.7 below. The Board may collect assessments monthly, semi-annually, or in any manner the Board determines to be in the best interest of the Association.
- 5.4 **Special Assessments.** From and after the date set under Section 5.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly or quarterly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Any such special assessment, if greater than \$100.00 per Lot in any calendar year, must be assented to by a majority of the votes of the membership which those Owners who are present in person or represented by proxy cast at a meeting duly called for that purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

- 5.5 **Quorum Requirements.** The quorum at any meeting required for any action authorized by Section 5.4 above shall consist of those owners who are present at the meeting for which proper notice has been given.
- 5.6 **Special Assessment on Specific Residential Lots.** In addition to the quarterly or monthly assessment and any special assessment authorized pursuant to Section 5.4 above, the Board may levy at any time special assessments (a) on every Residential Lot especially benefited by any improvement to adjacent roads, sidewalks, planting areas of other portions of the Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs, and (c) on every Residential Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2 (a) of Article IV or other provisions of this Restated Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the Residential Lots benefited.
- 5.7 **Uniform Rate of Assessment.** All quarterly and special assessments authorized herein above shall be fixed at a uniform rate for all Residential Lots (except as to a specific Lot assessment under Section 5.6. No amendment of this Restated Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Residential Lots adversely affected.
- 5.8 **Quarterly Assessment Due Dates.** The Association shall give each Owner written notice of the amount and due date of each assessment concerned. Unless otherwise determined by the Board, assessments shall be due at the end of the first month of each quarter, after which they will be considered late and will be subject to Section 5.10 of Article V.
- 5.9 **Certificate Regarding Payment.** Upon the request of any Owner or prospective purchaser or encumbrancer of a Residential Lot and upon the payment of a reasonable fee to the Association to cover administrative costs and in accordance with Utah law, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.
- 5.10 **Effect of Nonpayment-Remedies.** Any assessment not paid when due shall, together with fines and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, a late fee of not greater than \$50.00, as determined by Board resolution, shall be assessed, and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any

judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights. Any payment not paid by the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, compounded monthly, until paid.

- 5.11 **Subordination of Lien to Mortgages.** The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such Mortgage, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owned to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Residential Lot from the lien of any assessment thereafter becoming due.

## ARTICLE VI PROPERTY RIGHTS AND CONVEYANCES

- 6.1 **Easement Concerning Common Areas.** Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated therefrom. Any Owner may 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 Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.
- 6.2 **Form of Conveyancing; Leases.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_ of The Lakeview Heights Subdivision Phase \_\_\_\_ according to the Plat thereof recorded in Book \_\_\_\_, Page \_\_\_\_, of the Official Records of Weber County, which lot is contained within the Lakeview Heights Planned Unit Development identified in the "Restated and Amended Declaration of Covenants, Conditions, and Restrictions of the Lakeview Heights Planned Unit Development" recorded in Book \_\_\_\_ at Page \_\_\_\_, TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Restated Declaration of Covenants, Conditions and Restrictions, and SUBJECT TO the covenants, conditions restrictions,

easements, charges and liens provided for in said Restated Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Restated Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Restated Declaration and the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

- 6.3 **Title to Common Areas.** The Association holds title to the various Common Areas free and clear of all liens.
- 6.4 **Limitation of Easement.** An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:
- a) The right of the Association to govern by rules and regulations the use of the Common Areas by the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable user charges for the use of facilities (other than open areas) within the Common Areas and reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;
  - b) The right of the Association to suspend an Owner's right in the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Restated Declaration or of any rule or regulation promulgated by the Board;
  - c) The right of the City of North Ogden, the County of Weber, 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, 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 (1) all holders of first mortgages secured by Residential Lots and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots.

- 6.5 **Reservation of Access and Utility Easements.** The Association reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to the City of North Ogden, the County of Weber or any other appropriate governmental agency or to any public utility or other 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.
- 6.6 **Easements for Encroachments.** If any part of the Common Areas as improved by the Association now or hereafter encroaches upon any Residential Lot or if any structure constructed by the Association on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Residential 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 any other Residential Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.
- 6.7 **Easement for Construction and Development Activities.** The Association reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) improvement of the Common Areas and construction, installation and maintenance thereon of roads, walkways, building, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (b) construction, installation and maintenance on walkways, and other facilities planned for dedication to appropriate governmental authorities.

## ARTICLE VII LAND USE RESTRICTIONS AND OBLIGATIONS

- 7.1 **General Restrictions and Requirements.**
- a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Developer to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII.

- b) Residential Lots shall be used only for single-family residential purposes, and no more than one house shall be constructed on any Residential Lot. The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Unimproved or landscaped portions of the Common Areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots and Living Units or the Common Areas.
- c) No business, profession or trade shall be operated or maintained on any Residential Lot or in any structure thereon without the prior approval of the Board.
- d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots and Living Units or the Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.
- e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, roads or Common Areas.
- f) Each Residential Lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Owner's expense. All walls and fences on common boundary lines or corners separating two or more Residential Lots shall be maintained jointly in equal shares by the Owners of the Residential Lots abutting such fence or wall, provided that each Owner shall be responsible for painting the side of any party wall or fence facing his Residential Lot. Fences or rock walls on Residential Lots adjacent to Common areas are the full responsibility of the Owner of the Residential Lot. No fence or wall in the nature of a fence shall be constructed without the approval of the Design Committee as provided in Article VIII below.
- g) Vegetation within any Residential Lot shall be planted and maintained in good condition at the Owner's expense in such a manner as to prevent or retard shifting erosion.
- h) All garbage, rubbish, and trash shall be kept in covered containers and stored behind the front line of the house and against the side of the house or entirely out of view from the road (i.e. behind a fence, in a garage, behind landscaping, behind the house, etc.) The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

- i) No Residential Lot shall be subdivided.
- j) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.
- k) All structures constructed on any Residential Lot or the Common Areas shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Residential Lot.
- l) No structure or improvement having a height of more than two and one-half (2 ½) stories shall be constructed on any Residential Lot; provided, however, that the height of a structure or improvement may exceed two (2) stories if permitted by law and if the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.
- m) Each Owner shall construct and maintain on his residential Lot and shall cause to be lighted from dusk to dawn of each night a lamp post of a style approved by the Design Committee and in a location such that it will provide street lighting of the area in front of the Residential Lot. There shall be no exterior lighting of any sort installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.
- n) No accessory structures shall be constructed, placed or maintained upon any Residential Lot except by written permit of the Design Committee.
- o) No Owner of any Residential Lot shall build or permit the building thereof of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.
- p) No structure shall be occupied until the same is substantially completed in accordance with plans and specifications previously approved by the Design Committee.
- q) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction unless authorized by the Design Committee.
- r) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets, and sewage disposal systems shall be connected to a public sewage system.
- s) No fuel tanks or similar storage facilities shall be constructed or maintained on Residential Lots.



- t) No exterior antenna of any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Design Committee or as otherwise permitted by FCC rules and regulations. No activity shall be conducted within the Property which interferes with television or radio reception.
- u) Outside clotheslines and other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from roads.
- v) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas. There shall be no water well developed on any Residential Lot by the Owner thereof unless (i) a permit is first obtained by the Board and (ii) the Board first approves the location and facilities used in connection with such well.
- w) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common Areas except as permitted by the Board.
- x) No signs whatsoever shall be erected or maintained upon any Residential Lot, except:
  - i) Such signs as may be required by legal proceedings,
  - ii) One "For Sale" or "For Rent" sign having a maximum face area of three (3) square feet and referring only to the premises on which it is situated.
  - iii) Signs for temporary events as approved by the Design Committee.
- y) No mobile home or similar facility shall be placed upon any Residential Lot, the Common Areas or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Residential Lot, the Common Areas of adjoining public streets. No large commercial vehicle shall be parked on any Residential Lot, public streets or in the Common Areas except within an enclosed structure of a screened area which prevents view thereof from adjoining Residential Lots, roads and Common Areas unless such vehicle is temporarily parked for the purpose of serving such Residential Lot or Common Areas.
- z) Subject to further control by rules and regulations promulgated by the Board, only a reasonable number of generally recognized house pets and no other animals shall be kept on any Residential Lot or in any Living Unit. No animals shall be permitted on the Common Areas except generally recognized house pets when accompanied by and under the control of the persons to whom they belong and horses upon paths and other areas from time to time designated as bridle paths by the Association and upon areas developed or maintained as equestrian facilities by the Association.

- aa) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion of the Property and barbecue, fire pit, and incinerator fires contained within facilities or receptacles and in areas designated by the Board for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.
- bb) Camping upon any Residential Lot or the Common Areas shall not exceed four (4) days, except as permitted by the Board by written license. There shall be no hunting or discharge of firearms on any Residential Lot or the Common Areas.

7.2 **Enforcement of Land Use Restrictions.** The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Restated Declaration: any Owner or the Association. The prevailing party in an action for the enforcement of any provisions of this Restated Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.3 **Control of Secondary Water and Ground Water.** The Weber-Box Elder Conservation District/Pineview has agreed to install and operate a secondary water system which will provide water to the Property to be used for irrigation and watering. Water from such secondary water system shall not be used, and the Residential Lots and the Commons Areas shall not be irrigated or watered in such a manner as to create excessive ground water either on the Property or on other property located below the Property, or in such a manner as to create excessive runoff which causes unreasonable or unnecessary erosion to the Residential Lots or the Common Areas. The Association shall have the right to regulate or restrict the use of water from such secondary water system on the Property in such a manner as it may deem necessary or appropriate to control ground water or erosion from runoff, and shall have the right to delegate all or part of such authority to the City of North Ogden and to enter into such other agreements with the City of North Ogden or the Weber-Box Elder Water Conservation District/Pineview as the Association may deem necessary or appropriate to provide for the control, maintenance and operation of such secondary water system and of the runoff resulting from the use of such system. In this regard, the Association and the Developer have entered into a certain Agreement dated June 1980 with the City of North Ogden wherein and whereby, among other things, the Association has granted to the City of North Ogden the right to restrict or deny the use of secondary water system to the entire Property or to any particular Residential Lot in order to control or limit the amount of ground water that may be caused by the secondary water system, all upon the terms and conditions more particularly set forth in said Agreement which is hereby ratified and confirmed. Reference is hereby made to such Agreement for the particulars of such Agreement and any amendment thereof shall be made available by the Association to any Owner upon reasonable advance request for inspection and/or copying during reasonable business hours.

7.4 **Natural Springs.** All natural springs or damage resulting from natural springs occurring on Residential Lots shall be the responsibility of the Owner.

**ARTICLE VIII  
ARCHITECTURAL CONTROL**

- 8.1 **Organization of the Design Committee.** There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. The Board shall appoint, remove and increase the number of members of the Design Committee. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. When authorized by the Board, the members of the Design Committee shall receive compensation as authorized in Section 6.01 of the Bylaws. Committee members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.
- 8.2 **Actions Requiring Approval.** No fence, wall, Living Unit, accessory or addition to a Living Unit visible from the Common Areas or public streets within the Property, or landscaping or other improvement of a Residential Lot visible from the Common Areas or public streets within the Property shall be constructed or performed, nor shall any alteration or any structure on any Residential Lot, including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee. No lamp post or mail box shall be erected or installed unless the same shall be in accordance with styles and specifications established by the Board, or unless the same shall first be submitted to and approved by the Design Committee if it is not strictly in accordance with styles and specifications which have been established by the Board.
- 8.3 **Standard of Design Review.** Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Restated Declaration and all further architectural standards promulgated from time to time by the Board and (b) provide for a structure, alteration, landscaping or other improvement consistent with and in harmony as to external design and location with surrounding structures and topography.
- 8.4 **Design Committee Rules and Architectural Standards.** The Board may, upon recommendation from the Design Committee, adopt reasonable rules related to the efficient review of plans and specifications including the details to be shown on plans and specifications, and design guidelines consistent with this Restated Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures and improvements and other design standards and guidelines. Such rules and guidelines may include specific styles and specifications for mailboxes and lamp posts in order to provide for reasonable uniformity throughout the Property or parts thereof. No such rules, standards or guidelines shall apply to any structures or improvement constructed in accordance with plans and specifications previously approved by the Design Committee.

- 8.5 **Approval Procedure.** The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.
- 8.6 **Variance Procedure.** If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for a variance to the Design committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be approved.
- 8.7 **Non-waiver.** The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.
- 8.8 **Completion of Construction.** Once begun, any improvement, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.
- 8.9 **Estoppel Certificate.** Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot that the improvement or work performed by the Owner, or otherwise, comply with this Restated Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.
- 8.10 **Disclaimer of Liability.** Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specification, (c) the development or manner of development of any of the Property, of (d) any engineering or other defect in approved plans and specifications.

## ARTICLE IX INSURANCE

- 9.1 **Hazard Insurance.** The Board shall procure and maintain from a company or companies holding a rating of “AA” or better from Best’s Insurance Reports a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of the land, foundations, excavation and other times normally excluded from coverage) of the common property owned by the Association (including all building service equipment, if any, and the like) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by any first mortgagee of any Residential Lot, Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage of any Residential Lot shall reasonably require. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:
- a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and
  - b) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use.
- 9.2 **Liability Insurance.** The Board shall procure and maintain from a company or companies holding a rating of “AA” or better for Best’s Insurance Reports a policy or policies (herein call “the Policy”) of Public Liability Insurance to insure the Association, the Board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a “Severability of Interest” endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days’ prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

- 9.3 **Additional Insurance; Further General Requirements.** The Board may also procure insurance which shall insure the Common Areas and the Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without prior written demand that the defect can be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.
- 9.4 **Fidelity Coverage.** The Association shall maintain fidelity coverage to protect against dishonest acts on the part of officers, director, managing agents, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall;
- a) name the Association as an obligee;
  - b) be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 ½) times the Association's estimated annual operating expenses and reserves;
  - c) contain waivers of any defense based upon the exclusion of volunteers or persons who serve without compensation from any definition of "employee" or similar expression; and,
  - d) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to all first mortgagees of Residential Lots.
- 9.5 **Review of Insurance.** The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the association's insurance program and shall report in writing the conclusions and action taken on such review to the Owner of each Residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.
- 9.6 **Residential Lots Not Insured by Association.** The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and acts and events thereon.

## ARTICLE X CONDEMNATION

- 10.1 If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefore, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disperse the portion of the proceeds of the condemnation award allowable to the interest of the Owner of such Residential Lot in the Association and the Common Areas to such Owner and any first mortgagee of such Residential Lot, as their interest shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

## ARTICLE XI RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Restated Declaration, the following provisions concerning the rights of first mortgagees shall be in effect:

- 11.1 **Preservation of Regulatory Structure and Insurance.** Unless at least a sixty-seven percent (67%) of the Owners of the residential Lots and such Owners' first mortgagees, if any, shall have given their prior written approval, the Association shall not be entitled:
- a) by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings on the Property.
  - b) To fail to maintain fire and extended coverage on insurable portions of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or
  - c) To use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of improvements on the Common Areas. This Section 11.1 may be amended as provided in Section 13.2 of Article XIII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.
- 11.2 **Preservation of Common Area; Change in Method of Assessment.** Unless the Association shall receive the prior written approval of sixty-seven percent (67%) of first

mortgagees of Residential Lots and of sixty-seven percent (67%) Owners of the Residential Lots, the Association shall not be entitled:

- a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Section 6.5 of Article VI hereof; or
- b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Lot or the Owner thereof.

This Section 11.2 may be amended as provided in Section 13.2 of Article XIII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

**11.3 Notice of Matters Affecting Security.** The Board shall give written notice to any first mortgagee of a Residential Lot requesting such notice whenever:

- a) there is any default by the Owner of the Residential Lot subject to the first mortgage in performance of any obligation under this Restated Declaration or the Articles or Bylaws of the Association which is not cured within sixty (60) days after default occurs; or
- b) damage to the Common Areas from any one occurrence exceeds \$10,000.00; or
- c) there is any condemnation or taking by eminent domain of the Residential Lot subject to the first mortgage or of the Common Areas; or
- d) any of the following matters come up for consideration or effectuation by the Association:
  - i) abandonment or termination of Planned Development established by this Restated Declaration;
  - ii) material amendment of the Declaration or the Articles or Bylaws of the Association; or
  - iii) any decision to terminate professional management of the Common areas and assume self-management by the Owners.

**11.4 Notice of Meetings.** The Board shall give to any first mortgagee of a Residential Lot requesting the same, notice of all meetings of the association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

**11.5 Right to Examine Association Records.** Any first mortgagee shall have the same right to inspect the books and records of the Association and receive audited financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing



shall not be deemed to impose upon the Association any obligation to cause its financial statements to be audited.

- 11.6 **Right to Pay Taxes and Charges** First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association, as owner of the Common Areas, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

## ARTICLE XII PARTY WALLS

- 12.1 **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Living Units upon the Property and placed on the dividing line between the Residential Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 12.2 **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- 12.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- 12.4 **Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

## ARTICLE XIII LEASING OF HOMES; RESTRICTIONS

- 13.1 **No Short-Term Rentals.** Leases and rentals shall not be for less than six (6) months. Also, no short-term rentals are permitted such as Airbnb, VRBO, HomeAway, or any other vacation rentals. Leasing is limited to a Single Family.

- 13.2 **No Leasing Individual Rooms.** No daily or weekly rentals shall be permitted, nor may an Owner or tenant lease individual rooms to separate persons or lease less than the entire Lot.
- 13.3 **Fine / Injunction.** Any Owner who violates this Article shall be subject to a fine of \$75.00 per day according the provisions set forth in the Lakeview Heights Rules, and/or to a complaint for an injunction seeking to terminate the lease in violation of this Article.
- 13.4 **Single Family Defined.** The term “Single Family” when used in this Restated Declaration shall mean (a) a single person living by themselves or with children; (b) a married couple with or without children; and (3) not more than three (3) unrelated persons living together as a single household.
- 13.5 **Violation.** Any Lot Owner who violates this Article shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Restated Declaration. If Lakeview Heights retains legal counsel to enforce this Restated Declaration, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Restated Declaration.
- 13.6 **Provisions Incorporated.** When renting or leasing a Lot is permitted, an Owner shall abide by the following: Any agreement for the leasing, rental, or occupancy of a home (hereinafter referred to as a “lease”) shall be in writing. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Association governing documents, and that any failure by the tenant or occupant to comply with the terms of the governing documents shall be deemed to constitute a material default under the lease. If a lease does not contain the foregoing provision, then such language shall nevertheless be deemed to be a part of the lease and binding on the Owner and tenant or occupants by virtue of their inclusion in this Restated Declaration. Any Owner who shall lease his home shall be responsible for assuring compliance by the resident with the governing documents. Failure by an owner to take legal action, including the institution of an eviction proceeding against a resident who is in material violation of the governing documents within ten (10) days after receipt of written demand so to do from the Association, shall entitle the Association to take any and all such action including the institution of eviction proceedings for and in behalf of such Owner against his resident. The Association shall not be liable to the Owner or resident for any eviction instituted pursuant hereto and in good faith. Any costs and expenses incurred by the Association, including attorney fees, shall be deemed to be an individual assessment. The amount of said individual assessment is the debt of the Owner at the time the assessment is made and is collectible as such. If any Owner fails or refuses to pay said expenses when due, that amount constitutes a lien on the interest of the owner in the property.

**ARTICLE XIV  
REINVESTMENT/ADMINISTRATIVE FEE PAID BY BUYER**

- 14.1 **Reinvestment Fee.** The Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee assessment in accordance with this Article XIV and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees:
- a) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the County recorder, regardless of whether it is pursuant to the a sale of the Lot or not (as applicable, a “Transfer”), the party receiving title to the Lot (the “Transferee”) shall pay to the Association a Reinvestment Fee of \$450.00, or in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.
  - b) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.
  - c) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.
- 14.2 **Account Payoff Fees.** The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Lot as provided for in Utah Code § 57-8a-106. The amount of such fee shall be fifty dollars (\$50.00) or as otherwise established in the Rules. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

**ARTICLE XV  
DISPUTE RESOLUTION**

- 15.1 **Introduction.** It is in the best interest of the Members, the Association, the Board, and the officers (the “Parties”) to encourage the amicable resolution of disputes arising out of the legal rights and obligations described in this Declaration without the emotional and financial costs of litigation. The Board, the Association and each Member agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the “ADR Procedures”), with respect to any claim, grievance or dispute arising out of or relating to the Declaration, Bylaws, or Rules and Regulations (the “Claims”); provided, that a Party may demand arbitration prior to complying with the ADR Procedures if demanding arbitration is required to satisfy the statute of limitations for the Party’s Claim. In such an event, the Party demanding arbitration shall simultaneously stay the arbitration until the ADR Procedures have been satisfied.

15.2 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:

- a) any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Association;
- b) any suit in which any indispensable party is not bound by this Article 15;
- c) any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessments or Fines;
- d) actions by the Association to collect Assessments or other amounts due from any Owner; and
- e) actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Declaration (an "Enforcement Action").

15.3 **Procedure for Disputes Between Members.**

- a) **Good-Faith Discussion.** The aggrieved Party ("Complainant") shall attempt to resolve the Claim with the other Party ("Respondent") through good-faith discussion.
- b) **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the "Complaint"). The Complaint shall include the following:
  - i) the nature of the Claim, including the parties involved and the Respondent's role in the Claim;
  - ii) a brief description of the discussions of the parties and their attempts to resolve the Claim informally;
  - iii) copies of relevant documents supportive of Complainant's position; and
  - iv) Complainant's proposed resolution or remedy.

The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the

Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents, descriptions, explanations or other material supporting the Response.

15.4 **Review by Board.** The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

15.5 **Mediation.**

- a) Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- b) The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then this requirement is deemed to be satisfied.
- c) Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

15.6 **Arbitration.**

- a) All Claims between the Parties not otherwise resolved shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed upon by the Parties in writing, demand for arbitration must be made within thirty (30) days of the mediation or the expiration of the period for holding the mediation as set forth above. Failure to demand arbitration within 30 days is an express waiver of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, and upon such waiver the Board's decision becomes the final and binding resolution of the Claims.
- b) In no event shall a Party be entitled to demand arbitration of a Claim after the time for taking legal action on the Claim has expired.
- c) The arbitration shall be held in the State of Utah at a location agreed upon by the Parties or determined by the arbitrator.

d) The prevailing Party in the arbitration shall be awarded its reasonable attorney fees and costs associated with the dispute. Punitive damages, however, shall not be awarded in any dispute. Judgment upon the award rendered by the arbitrator may be entered in any court within the State of Utah.

15.7 **Procedure Subject to Change by Board.** The procedures outlined in this Article 15 may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Governing Documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

15.8 **Procedure for Disputes Between the Association and Members.** Subject to the provisions of Section 15.2, any Member who has a dispute with the Association, the Board, or an officer, or any officer of member representing one of these groups, and who is not satisfied with the decision of the Association, the Board, or the Architectural Committee, shall follow the procedures outlined in Section 15.3 above.

## ARTICLE XVI ELECTRONIC NOTIFICATION AND VOTING

16.1 **Notification by Mail, Website and Email.** Any notice permitted or required under the provisions of the Restated Declaration or the Bylaws to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Association for the purpose of service of such notice or to the Unit of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Association.

b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member

may, by written demand, require the Association to provide notice to the Lot Owner by mail.

- c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Dwelling.

- 16.2 **Electronic Voting.** The Board may permit members to vote on all matters on which members are permitted to vote by use of electronic ballots and may authorize any manner of electronic voting which permits the Board to verify that one vote is received from each Lot or Unit that votes.

## ARTICLE XVII MISCELLANEOUS

- 17.1 **Notices.** Any notice required or permitted to be given to any Owner under the provisions of the Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to the Managing Agent or any member of the Design Committee.

- 17.2 **Amendment.** Except where specific requirements or percentages are set forth in this Restated Declaration, this Restated Declaration may only be amended by:

- a) the affirmative vote of a majority of the Owners, with or without a meeting, and
- b) the filing of an instrument for record in the office of the County Recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners

- 17.3 **Consent in Lieu of Vote.** In any case in which this Restated Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents or votes in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding. The following additional provisions shall govern any application of this Section 17.3:

- a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

- b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.
- c) Any change in ownership of a Residential Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.
- d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

17.4 **Interpretation.** The captions which precede the Articles and Sections of this Restated Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Restated Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Restated Declaration.

17.5 **Covenants to Run with Land.** This Restated Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall insure to the benefit of the Owners, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Residential Lot or Living Unit shall comply with, and all interests in all Residential Lots or in the Common Areas shall be subject to, the terms of this Restated Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Restated Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Restated Declaration.

17.6 **Duration.** The covenants and restrictions of this Restated Declaration shall remain in effect until an updated, amended or terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-five percent (75%) of the Residential Lots and their first mortgagees, if any, voted in favor of such termination.

17.7 **Effective Date.** This Restated Declaration shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

*[signatures on following page]*



**CERTIFICATION**

The undersigned officers of the Association hereby certify that the foregoing Restated and Amended Declaration of Covenants, Conditions and Restrictions of Lakeview Heights Planned Unit Development was voted on and approved by not less than fifty and one-half percent (50.5%) of the Owners of Residential Lots located within the Lakeview Heights Planned Unit Development, which Members were present in person or represented by proxy and were entitled to cast votes at a meeting duly called for such purpose, or otherwise voted as authorized by the Original Declaration and Utah law to vote without a meeting.

IN WITNESS WHEREOF, this 21 day of ~~February~~ <sup>December</sup>, 2020.

**LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION**

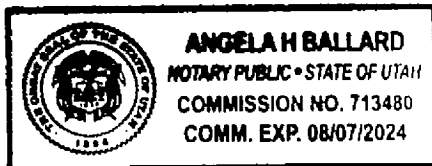
By: *Lilary Christiansen*  
Its: President

Attest:

*Caroline McEnright*  
Secretary

STATE OF UTAH            )  
  :SS.  
COUNTY OF WEBER        )

On this 21<sup>st</sup> day of December, 2020, personally appeared before me *Lilary Christiansen* who, being by me duly sworn, did say that (s)he is President of Lakeview Heights Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



*Angela H Ballard*  
Notary Public

## EXHIBIT "A"

### LEGAL DESCRIPTION

Lakeview Heights Planned Residential Unit Development, North Ogden City, Weber County, Utah

ALL OF LOTS 1 THROUGH 9 AND ALL OF LOTS 15, 26, 27 AND 44 THROUGH 46, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-094-0001 through 16-094-0009; 16-094-0012 through 16-094-0017]

ALL OF LOTS 10 AND 11 AND ALL OF LOTS 16 THROUGH 18, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-095-0001 and 16-095-0002; 16-095-0004 through 16-095-0006]

PART OF LOT 12, LAKEVIEW HEIGHTS SUBDIVISION PHASE 1, AMENDED PLAT, WEBER COUNTY, UTAH. EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12, RUNNING THENCE NORTH 88D03'06" WEST 135.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12, THENCE NORTH 1D56'27" WEST 6.00 FEET, THENCE SOUTH 85D32'06" EAST 136.30 FEET TO THE POINT OF BEGINNING.

[Land Serial Number 16-095-0007]

PART OF LOTS 12 AND 13, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 1, P.R.U.D., AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH. BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12, RUNNING THENCE NORTH 85D32'06" WEST 136.30 FEET, THENCE SOUTH 1D56'27" EAST 89.00 FEET, THENCE SOUTH 75D50'33" EAST 122.39 FEET, THENCE LEFT ALONG THE ARC OF A 567.00 FOOT RADIUS CURVE TO THE POINT OF BEGINNING.

[Land Serial Number 16-094-0010]

ALL OF LOT 14, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH. ALSO: PART OF LOT 13, LAKEVIEW HEIGHTS SUBDIVISION PHASE 1, AMENDED; PLAT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13, RUNNING THENCE NORTH 76D41'49" WEST 121.07 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 13, THENCE NORTH 1D56'27" WEST 5.00 FEET, THENCE SOUTH 75D50'33" EAST 122.39 FEET, THENCE RIGHT ALONG THE ARC OF A 567.00 FOOT RADIUS CURVE A DISTANCE OF 3.00 FEET (CHORD BEARS SOUTH 13D09'06" WEST 3.00 FEET) TO THE POINT OF BEGINNING.  
 [Land Serial Number 16-094-0011]

ALL OF LOTS 19 THROUGH 22 AND ALL OF LOTS 57 THROUGH 60 AND ALL OF LOT 62, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
 [Land Serial Numbers 16-096-0001 through 16-096-0009]

ALL OF LOTS 23 THROUGH 25 AND ALL OF LOTS 89 THROUGH 93, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
 [Land Serial Numbers 16-090-0001 through 16-090-0008]

ALL OF LOTS 28 THROUGH 33 AND ALL OF LOTS 38 THROUGH 51, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
 [Land Serial Numbers 16-093-0001 through 16-093-0017]

ALL OF LOTS 34 THROUGH 37, ALL OF LOTS 52 AND 53, ALL OF LOTS 67 THROUGH 74, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
 [Land Serial Numbers 16-092-0001 through 16-092-0014]

ALL OF LOTS 54 THROUGH 56 AND ALL OF LOTS 63 THROUGH 66, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
 [Land Serial Numbers 16-097-0001 through 16-097-0007]

ALL OF LOTS 75 THROUGH 79; ALL OF LOTS 104, 106; ALL OF LOTS 109 THROUGH 112, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-087-0001 through 16-087-0007; 16-087-010 through 16-087-0013]

ALL OF LOTS 80 THROUGH 84 AND ALL OF LOTS 101 AND 105, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-088-0001 through 16-088-0007]

ALL OF LOTS 85 THROUGH 88 AND ALL OF LOTS 95 AND 100, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-089-0001 through 16-089-0005; 16-089-0007]

ALL OF LOTS 94, 99, 102 AND 103, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-091-0001; 16-091-0004 through 16-091-0006]

ALL OF LOT 96, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH. EXCEPTING PORTION OF SAID LOT 96, DEEDED TO P CLAY THOMAS AND WIFE JANET F THOMAS BY QUIT CLAIM DEED IN BOOK 1400 PAGE 170.

[Land Serial Number 16-089-0006]

ALL OF LOT 97, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, AMENDED AND PART OF LOT 96 OF SAID LAKEVIEW HEIGHTS SUBDIVISION PHASE 1, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, AMENDED, DESCRIBED AS FOLLOWS: THENCE SOUTH 40D57'20" WEST 100.21 FEET, THENCE SOUTH 5D17'05" EAST 24.36 FEET; THENCE NORTH 32D24'33" EAST 118.37 FEET TO THE POINT OF BEGINNING. TOGETHER WITH PART OF LOT 98, IN SAID LAKEVIEW HEIGHTS SUBDIVISION PHASE 1, BEING AT THE SOUTHEASTERLY CORNER OF SAID LOT 98 AND RUNNING THENCE SOUTH 39D42'55" WEST 10.00 FEET; THENCE NORTH 41D14'46" WEST 68.65 FEET; THENCE SOUTH 50D17'05" EAST 61.86 FEET TO THE POINT OF BEGINNING. EXCEPTING THE FOLLOWING: PART OF SAID LOT 97, BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 97 AND RUNNING THENCE NORTH 39D42'55" EAST 8.00 FEET; THENCE SOUTH 41D14'46" EAST 50.92 FEET; THENCE NORTH 50D17'05" WEST 50.29 FEET TO THE POINT OF BEGINNING.

[Land Serial Number 16-091-0002]

ALL OF LOT 98, AND PART OF LOT 97, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 1, 1, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH. DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 97, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 1 AMENDED:

THENCE NORTH 39D42'55" EAST 8.00 FEET; THENCE SOUTH 41D14'46" EAST 50.92 FEET; THENCE NORTH 50D17'05" WEST 50.29 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: PART OF LOT 98, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I AMENDED, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 98, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I AMENDED, THENCE SOUTH 39D42'55" WEST 10.0 FEET, THENCE NORTH 41D14'46" WEST 63.65 FEET, THENCE SOUTH 50D17'05" EAST 62.86 FEET TO THE POINT OF BEGINNING.

[Land Serial Number 16-091-0003]

ALL OF LOT 107 AND PART OF LOT 108 BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 107 LAKEVIEW HEIGHTS SUBDIVISION, PHASE 1, AMENDED PLAT, THENCE SOUTH 34D56'16" EAST 63.73 FEET; THENCE SOUTH 5D42'34" EAST 34.77 FEET; THENCE NORTH 52D12'55" EAST 17.00 FEET, THENCE SOUTH 34D56'16" EAST 53.07 FEET; THENCE NORTH 55D06'52" EAST 113.16 FEET; THENCE NORTH 43D17'19" WEST 147.97 FEET; THENCE SOUTH 55D04'44" WEST 91.67 FEET TO THE POINT OF BEGINNING.

[Land Serial Numbers 16-087-0008]

PART OF LOT 108, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, AMENDED PLAT, NORTH OGDEN CITY, WEBER COUNTY, UTAH. BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 108, RUNNING THENCE SOUTH 34D56'16" EAST 63.73 FEET, THENCE SOUTH 5D42'34" EAST 34.77 FEET, THENCE SOUTH 52D12'55" WEST 103.0 FEET, THENCE NORTH 48D50'55" WEST 102.19 FEET, THENCE NORTH 55D03'44" EAST 144.42 FEET TO THE POINT OF BEGINNING.

[Land Serial Numbers 16-087-0009]

ALL OF LOTS 113 THROUGH 121; ALL OF LOTS 123 THROUGH 138; ALL OF LOTS 141 THROUGH 155, LAKEVIEW HEIGHTS SUBDIVISION, PHASE I, PRUD, SHEET 2B, AMENDED PLAT NO. 2, AUGUST 1987, NORTH OGDEN CITY, WEBER COUNTY, UTAH.

[Land Serial Numbers 16-086-0001 through 16-086-0009; 16-086-0011 through 16-086-0026; 16-086-0028 through 16-086-0040]

ALL OF LOTS 143 AND 144, ALL OF LOTS 156 THROUGH 161; ALL OF LOTS 163, 164, 166, 168, 169, 173, 174 AND 176, LAKEVIEW HEIGHTS SUBDIVISION-PHASE I, PRUD, SHEET 1B, AMENDED PLAT NO. 2, 1986, NORTH OGDEN CITY, UTAH. 16-085-0001

[Land Serial Numbers 16-085-0001 through 16-085-0016; 16-085-0018; 16-085-0020 through 16-085-0023; 16-085-0026]

ALL OF LOTS 170 AND 171, LAKEVIEW HEIGHTS SUBDIVISION PHASE 1, PRUD, SHEET 1B, AMENDED PLAT NO. 2 1986, NORTH OGDEN CITY, WEBER COUNTY, UTAH. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY; PART OF LOTS 170 AND 171, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 1, PRUD, SHEET 1B, PLAT NO. 2, 1986, NORTH OGDEN CITY, WEBER COUNTY, UTAH; DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 171, AND RUNNING THENCE NORTH 6D19'34" EAST 106.44 FEET; THENCE SOUTH 83D40'26" EAST 12.0 FEET; THENCE SOUTH 12D45'40" WEST 107.12 FEET TO THE POINT OF BEGINNING.  
[Land Serial Number 16-085-0017]

ALL OF LOT 172 AND PART OF LOTS 170 & 171, LAKEVIEW HEIGHTS SUBDIVISION PHASE 1, PRUD SHEET 1B, AMENDED PLAT NO. 2, 1986, NORTH OGDEN CITY, WEBER COUNTY, UTAH. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 171, AND RUNNING THENCE NORTH 6D19'34" EAST 106.44 FEET, THENCE SOUTH 83D40'26" EAST 12.0 FEET; THENCE SOUTH 12D45'40" WEST 107.12 FEET TO THE POINT OF BEGINNING.  
[Land Serial Number 16-085-0019]

ALL OF LOTS 177 THROUGH 181 AND ALL OF LOTS 189 THROUGH 192, LAKEVIEW HEIGHTS SUBDIVISION-PHASE 2A, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-121-0001 through 16-121-0009]

ALL OF LOTS 182 THROUGH 188 AND ALL OF LOT 193, LAKEVIEW HEIGHTS SUBDIVISION-PHASE 2A, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-122-0001 through 16-122-0008]

ALL OF LOTS 195 THROUGH 214, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 3A, PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-125-0001 through 16-125-0020]

ALL OF LOTS 215 THROUGH 234, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 3B, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-141-0001 through 16-141-0020]

ALL OF LOTS 235 THROUGH 243 AND ALL OF LOTS 256 AND 257, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 2-B, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-148-0001 through 16-148-0011]

ALL OF LOTS 244 THROUGH 255, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 2-B, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-149-0001 through 16-149-0012]

ALL OF LOTS 281 THROUGH 307, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 4-A, PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-129-0001 through 16-129-0027]

ALL OF LOTS 308 THROUGH 325, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 4-B, PRUD, NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-130-0001 through 16-130-0018]

ALL OF LOTS 326 THROUGH 345, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 4C, A P.R.U.D. NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-133-0001 through 16-133-0020]

ALL OF LOTS 346 THROUGH 365, LAKEVIEW HEIGHTS SUBDIVISION, PHASE 4D, A P.R.U.D. NORTH OGDEN CITY, WEBER COUNTY, UTAH.  
[Land Serial Numbers 16-134-0001 through 16 - 134 - 0020]

**EXHIBIT “B”**

**ARTICLES OF INCORPORATION**



State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
and approved on this 7 day of July 2009  
in this office of this Division and hereby issued  
this Certificate thereof  
Examiner: [Signature] Date: 7/7/09



Kathy Berg  
Kathy Berg  
Division Director

**ARTICLES OF INCORPORATION**

**FOR**

**LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Nonprofit Corporation Act, adopt the following Articles of Incorporation:

Name. The name of the Corporation is LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC. (herein referred to as the "Corporation").

Duration. The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

Purposes. The purposes of the Corporation are to function in behalf of and part of the members of the Lakeview Heights Homeowners Association located in Weber County, Utah, and to enforce the Covenants, Conditions and Restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions (Hereafter, "Enabling Declaration"), and to provide the other services and perform all of the other functions set forth in the Enabling Declaration, any amendments to the Enabling Declaration, Bylaws, the Rules and Regulations, and as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

Membership/Stock. The owners of stock in the Corporation shall only be owners of Lots in Lakeview Heights, located in Weber County, Utah. Stock ownership is appurtenant to the Lot and may not be separated from Lot ownership, and ownership of a share of stock in Lakeview Heights shall pass automatically to the owner of that Lot upon conveyance of title without the need to convey a physical stock certificate. There shall be issued 345 shares in the Corporation and each Lot and the Owners of a Lot shall be the owners of one share of stock in the Corporation. The Lots Owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all Lot Owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
  - a. **Voting.** Each Lot and the Owners of that Lot shall have the right of one vote, the vote relating to such Lot shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Lot.
  - b. **Subject to Assessment.** No vote shall be cast or counted for any Lot not subject to assessment;

7399622

Stamp: 07/01/2009  
Receipt Number: 2087737  
Amount Paid: \$22.00



07-01-09 10:55:55 AM

- c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Lot.
- d. **Number of Shares.** The Corporation is authorized to issue up to 345 shares of Class A stock.


2. Class A shares shall have unlimited voting rights.

Registered Agent. The registered agent for the Corporation is:

Debbie Donlevy  
728 East 3300 North  
North Ogden, UT 84414

Acceptance of Appointment

I, Debbie Donlevy, hereby accept the appointment as the registered agent for Lakeview Heights Homeowners Association, Inc.

  
Signature of Registered Agent

Bylaws. Bylaws have been adopted in accordance with the Declaration. The Corporation hereby adopts the bylaws recorded in the records of Weber County, Utah, on September 22, 1981, in book 1409, beginning on page 1328, as entry number 864498. Hereafter, bylaws may be adopted, amended, or replaced by the vote of Members.

Address of Corporation's Registered Office. The principal place of business of the Corporation, and its initial offices are located at 728 East 3300 North, North Ogden, UT 84414 (mailing address: P.O. Box 12756, Ogden, UT 84412). The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

Distributions. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth above.

Dissolution. Upon the dissolution of the corporation, assets shall be distributed to the members of the corporation on the same percentage as votes and assessments are allocated and as set forth in the Lakeview Heights Homeowners Association Declaration and Bylaws.

Board of Directors. There will initially be five Directors of the Corporation, provided, however, the Board of Directors may consist of a maximum of five Directors as determined by the members in a duly called meeting. The initial Board of Directors, who will serve until the election

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of officers and Directors at the first annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Gerald Medina	519 East 3500 South North Ogden, UT 84414
Lou Walkart	3344 North 500 East North Ogden, UT 84414
Dianne Little	3463 North 350 East North Ogden, UT 84414
Julie Thompson	504 East 3425 North North Ogden, UT 84414
Debbie Donlevy	Debbie Donlevy 728 East 3300 North North Ogden, UT 84414

The Directors will elect one of them to act as Chairman until the first annual member's meeting.

Officers. The initial officers of the corporation are:

President	Gerald Medina
Vice President	Lou Walkart
Secretary	Julie Thompson
Treasurer	Debbie Donlevy

Annual Meeting. Pursuant to Article III, Section 3.01 of the Bylaws of Lakeview Heights Homeowners Association, the annual meeting of the members shall be held on the first day of June of each year at 7:00 p.m., provided however, that whenever such a date falls upon a Sunday or legal holiday, the meeting shall be held on the next succeeding business day and further provided that the Board of Trustees may, by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. If the election of Trustees shall not be held on the day designated in the Bylaws for the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

Limitations on Liability. The Officers, Directors, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

Incorporators. The incorporators of the Corporation are:

Gerald Medina  
519 East 3500 South  
North Ogden, UT 84414

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Lou Walkart  
3344 North 500 East  
North Ogden, UT 84414

Debbie Donlevy  
728 East 3300 North  
North Ogden, UT 84414

Amendment. These Articles of Incorporation may be amended from time to time as authorized by the members and permitted by law.

In Witness Whereof, we, Gerald Medina, Lou Walkart, and Debbie Donlevy, have executed these Articles of Incorporation in duplicate this 12 day of June, 2009, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.

Gerald Medina  
Incorporator  
Lou Walkart  
Incorporator  
Debbie Donlevy  
Incorporator

State of Utah )  
: ss  
County of Weber )

On the 12 day of June, 2009, the foregoing instrument was acknowledged and verified before me by Gerald Medina, Lou Walkart, and Debbie Donlevy, who personally appeared before me, and being by me duly sworn declare under penalty of perjury that they are the incorporators of Lakeview Heights Homeowners Association, Inc., and that they signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 12 day of June, 2009.

Misty Thompson  
Notary Public



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EXHIBIT "C"

**AMENDED  
BYLAWS**

# AMENDED BYLAWS

OF

## LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC. A NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Board of Directors (“Board”) of Lakeview Heights Homeowners Association, Inc. (“Association”), a Utah nonprofit corporation, following a vote and approval by the membership of the Association, hereby amends the Association Bylaws (initially recorded September 22, 1981, as entry number 864498 in the Weber County Recorder’s Office) and adopts the following Amended Bylaws for the Association.

### ARTICLE I NAME AND PRINCIPAL OFFICE

- 1.01 **Name.** The name of the nonprofit corporation is Lakeview Heights Homeowners Association, Inc.
- 1.02 **Offices.** The principal office of the Association shall be at such location in Weber County, Utah as may be designated from time to time by the Board and as reflected on the records of the State of Utah, Division of Corporations and Commercial Code.

### ARTICLE II DEFINITIONS

- 2.01 **Definitions.** Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Lakeview Heights Planned Unit Development (“Restated Declaration”) recorded herewith in the official records of the County Recorder of Weber County, Utah, as the same may be amended from time to time as therein provided, shall have such defined meanings when used in these Bylaws.

### ARTICLE III MEMBERS

- 3.01 **Annual Meetings.** The annual meeting of the Members shall be held in June of each year, or at such other date as determined by the Board, for the purpose of electing Directors and transacting such other business as may come before the Members. If the election of Directors shall not be held at the annual meeting of the Members or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.
- 3.02 **Special Meetings.** Special meetings of the Members may be called by the Board, the President, or upon the written request of Members holding not less than twenty percent (20%) of the total votes of the Association, such written request to state the purpose or

purposes of the meeting and to be delivered to the Board Secretary or President. Upon delivery, the President shall then cause notice of the special meeting of Members to be given to all Members within thirty (30) days and the special meeting of Members to be held within twenty-five (25) days from the date notice is sent.

- 3.03 **Place of Meetings.** The Board may designate any place in Weber County, State of Utah as the place of meeting or any annual meeting or for any special meeting called by the Board.
- 3.04 **Notice of Meetings.** The Board shall cause notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be given as authorized in Article XVI (“Electronic Notification and Voting”) of the Restated Declaration, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting.
- 3.05 **Members of Record.** For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of Members. If no record date is designated, the date on which the first notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in Lakeview Heights shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.
- 3.06 **Quorum.** At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business, except with respect to questions for which, by express provision of the Restated Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business except with respect to questions for which, by express provision of the Declaration, the Articles of Incorporation, these Bylaws or the statutes of the State of Utah, a different quorum is required, in which case such express provisions shall govern and control the question of whether there is a quorum.
- 3.07 **Proxies.** At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member themselves or by a representative thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their representative thereunto duly authorized in writing. Such an instrument authorizing a proxy to act shall be delivered at the

beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

- 3.08 **Votes.** With respect to each matter, including the election of Directors, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Residential Lot or Residential Lots of such Member as determined in accordance with the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present (or represented by proxy) at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless the question is one upon which a greater proportion is required by the express provisions of the Articles of Incorporation, these Bylaws, the Declaration, or Utah law, in which case such express provisions shall govern and control the determination of such question.
- 3.09 **Waiver of Irregularities.** All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.
- 3.10 **Written Action by Members.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting in accordance with the provisions of the Revised Nonprofit Corporation Act, or the Articles of Incorporation concerning consents in lieu of votes, if a consent in writing setting forth the action so taken shall be signed by at least the required percentage of the Members entitled to vote with respect to the subject matter thereof.

#### ARTICLE IV BOARD OF DIRECTORS

- 4.01 **Regular Meetings.** The regular annual meeting of the Board shall be held without other notice than this Bylaw immediately after, and at the same place as the annual meeting of the Members. The Board may provide by resolution the time and place, within Weber County, State of Utah, for the holding of additional regular meetings without other notice than such resolution, which resolution shall be posted on the Association's webpage. Notice of regular Board meetings shall be given at least ten (10) days prior thereto by written notice delivered personally, mailed to each Board Member at his registered address, and emailed to the email address on file with the Association.
- 4.02 **Special Meetings.** Special meetings of the Board may be called by or at the request of any three (3) Board Members. The person or persons authorized to call special meetings of the Board may fix any place, within Weber County, State of Utah, as the place for holding any special meeting of the Board called by such person or persons. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally, mailed to each Board Member at his registered address, and emailed to the email address on file with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. Any Board Member may waive notice of a meeting.



- 4.03 **Meetings by Tele-Conference.** Directors may participate in a meeting of the Board by means of a tele-conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this Section shall constitute presence in person at the meeting. If a Board member may participate by means of electronic communication, the Board shall provide the information necessary to allow all Association Members to participate by the available means of electronic communication.
- 4.04 **Quorum and Manner of Acting.** A majority of the Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present and proper notice has been given shall be the act of the Board.
- 4.05 **Compensation.** Directors shall receive monthly or quarterly compensation for servicing as a member of the Board in an amount equal to the amount of the Association fees computed on a monthly or quarterly basis. Directors may be reimbursed for expenses incurred in performance of their duties as Directors and may also be compensated for services rendered to the Association other than in their capacities as Directors. The Treasurer may also be compensated for bookkeeping and other related tasks as approved by the Board. A Director shall attend not less than 50% of the Board meetings in any six-month period in order to receive the compensation provided herein.
- 4.06 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise, specified therein, such resignation shall take effect upon delivery. Any Board Member may be removed at any time, for or without cause, by the affirmative vote of a majority of the total votes of the Members present or represented by proxy at a special meeting of the Members duly called for such purpose. No Board member may be removed by a vote of the Members unless not less than twenty-five percent (25%) of the Association Members (one vote or Member per lot) participate in the vote. Any member of the Board who fails to attend three (3) consecutive Board meetings or fails to attend at least twenty-five percent (25 %) of the Board meetings held during any calendar year shall be deemed to have tendered his or her resignation and his or her position shall be deemed vacant.
- 4.07 **Vacancies and New Directors.** If vacancies shall occur in the Board by reason of the death, disqualification or resignation of a Board Member, or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or new Directors shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancies in the Board occurring by reason of removal of a Board Member shall be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the new Directors, as the case may be. Only Members may be elected to and serve as Directors. If a Member is not an Owner, they shall not be a member of the Board.

- 4.08 **Informal Action by Directors.** Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.
- 4.09 **Closed Board Meetings.** A Board may close a Board meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.
- 4.10 **Number and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of either five (5) Owners. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. No two (2) Board Members may reside in the same Living Unit or be business partners or share an ownership interest in a business. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

## ARTICLE V OFFICERS

- 5.01 **Number.** The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board. Only Members shall serve as Officers.
- 5.02 **Election, Tenure, and Qualifications.** The officers of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event the Board shall fail to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold their office until the next ensuing regular annual meeting of the Board and until a successor shall have been chosen and qualified, or until his death, or until resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, the Secretary and the Treasurer shall be and remain Directors of the Association during the entire term of their respective offices. No other officer need be a Board Member.
- 5.03 **Subordinate Officers.** The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

- 5.04 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the President or the Board. Unless otherwise specified herein, such resignation shall take effect upon delivery. Any officer may be removed from their office by the Board at any time, for or without cause.
- 5.05 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.
- 5.06 **President.** The President shall preside at meetings of the Board and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents, amendments to the Association's governing documents, and contracts, and shall do and perform all other acts and things that the Board may require.
- 5.07 **Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of a Vice President by the Board.
- 5.08 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Restated Declaration, or any resolution of the Board may require a Secretary to keep. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any to all papers and instruments requiring the same and shall perform such other duties as the Board may require.
- 5.09 **Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, 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 and shall perform such other duties as the Board may require.
- 5.10 **Compensation.** With the exception of the treasurer and as set forth in Section 4.05 above, officers shall not receive compensation for their services to the Association as an officer, but may be compensated as a Director as authorized in Section 4.05 above; provided, however, that officers may be reimbursed for expenses incurred in the performance of their duties as officers and except as otherwise provided in these Bylaws, may be employed and compensated for services rendered to the Association other than in their capacities as officers.

## ARTICLE VI COMMITTEES

- 6.01 **Designation of Committees.** The Board may from time to time by resolution designate a Design Committee, as provided in the Restated Declaration, and such other committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. Members of the Design Committee must be Owners. Whenever any committee

consists of more than three (3) Members, it may designate subcommittees, each consisting of at least three (3) Members. Committee members may receive compensation for services that she/he renders to the Association as a committee member in an amount determined by the Board, but in no event greater than an amount in excess of the monthly or quarterly Association fees. A committee members may be reimbursed for expenses incurred in performance of their duties as committee members and may be compensated for services rendered to the Association other than in their capacities as committee members.

- 6.02 **Proceedings of Committees.** Each committee designated hereunder by the Board and each subcommittee of any such committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee or subcommittee may from time to time determine. Each such committee and subcommittee shall keep a record of its proceedings and shall report such proceedings to the Board.
- 6.03 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board or any subcommittee or any such committee, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee or subcommittee shall constitute a quorum for the transaction of business and that act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee or subcommittee. The members of any committee designated by the Board hereunder or any subcommittee of any such committee shall act only as a committee and the individual members thereof shall have no powers as such.
- 6.04 **Resignation and Removal.** Any member of any committee designated hereunder, by the Board, or any subcommittee of any such committee, may resign at any time by delivering a written resignation either to the President, the Board, or the presiding officer of the committee of which they are a member unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.
- 6.05 **Vacancies.** If any vacancy shall occur in any committee designated by the Board hereunder due to disqualifications, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.
- 6.06 **Informal Action by Committees.** Any action that is required or permitted to be taken at a meeting of any committee hereunder by the Board, or any subcommittee of any such committee, may be taken by the committee or subcommittee without a meeting, if a consent in writing setting forth the action as taken shall be signed by all of the members of such committee or subcommittee.

## ARTICLE VII INDEMNIFICATION

- 7.01 **Indemnification Third Party Actions.** The Association shall indemnify any Owner or person ("Member" as used herein) who was or is a party, or is threatened to be made a party,

to any threatened, pending, or completed action, suit, action, or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that the Member is or was a Board Member, officer, employee, committee member, or agent of the Association, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, and was not guilty of gross negligence or malfeasance, and, with respect to any criminal action or proceeding, if the Member had no reasonable cause to believe the identified conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the identified conduct was unlawful.

- 7.02 **Indemnification Association Actions.** The Association shall have the power to indemnify any Member who was or is a pending party or threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Board Member, officer, employee, or committee member, or agent of the Association against expenses (including attorney fees) actually and reasonably incurred by the Member in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner that was reasonably believed to be in, or not opposed to, the best interests of the Association, and was not guilty of gross negligence or malfeasance, and, except that no indemnification shall be made in respect of any claim, issue, or matter all, to which such Member shall have been adjudged to be liable for gross negligence or malfeasance in the performance of the defined duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.
- 7.03 **Determination.** To the extent that a Board Member, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, the person shall be indemnified against expenses (including attorney fees) actually and reasonably incurred in connection therewith. Any other indemnification under Section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the Board Member, officer, employee, or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 7.01 or 7.02 hereof. Such determination shall be made either (1) by the Board, by a majority of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the Members by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting duly called for such purpose.

- 7.04 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Board Member, officer, employee, or agent.
- 7.05 **Scope of Indemnification.** The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.
- 7.06 **Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee, or agent of the Association or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against the person and incurred by any such capacity or arising out of status as such, whether or not the Association would have the power to indemnify the person against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.
- 7.07 **Payments Out of Common Expense Fund.** All payments made pursuant to this Article shall constitute expenses of the Association and shall be paid with funds provided by annual or special assessments pursuant to the Restated Declaration.

**ARTICLE VIII  
FISCAL YEAR AND SEAL**

- 8.01 **Fiscal Year.** The fiscal year of the Association shall be fixed by resolution of the Board.
- 8.02 **Seal.** The Board may by resolution provide a corporate seal which shall be circular in form and shall have inscribed there on the name of the Association, the state of incorporation, and the words “Corporate Seal.”

**ARTICLE IX  
RULES AND REGULATIONS**

- 9.01 **Rules and Regulations.** The Board may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Lots and Common Areas within Lakeview Heights, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, these Bylaws, or the Restated Declaration. The Members shall be provided with copies of all rules and regulations adopted by the Board and with copies of all amendments and revisions thereof.

**ARTICLE X  
AMENDMENTS**

10.01 **Amendments.** Except as otherwise provided by law, by the Articles of Incorporation, or by the Restated Declaration, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the affirmative vote of not less than twenty-five percent (25%) of the Members of the Association at a regular or special meeting, or by written ballot, if notice of the proposed alteration, repeal or adoption be contained in the notice of such meeting. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control, and in case of any conflict between the Restated Declaration and these Bylaws, the Restated Declaration shall control.

EXHIBIT “D”

**RECORD RETENTION POLICY**



# LAKEVIEW HEIGHTS HOMEOWNERS ASSOCIATION

## RECORD RETENTION POLICY & SCHEDULE

### ARTICLE I PURPOSE

This Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of records of the Lakeview Heights Homeowners Association (“Association”). This Policy is necessary to ensure that the Association conducts itself in a cost-effective manner while also adhering to legal and business requirements. The record retention schedule shall serve as a guideline and is not an exclusive list. Some of the records may not currently exist but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not identified.

### ARTICLE II DEFINITIONS

- 2.1 **Association Records.** Association Records are those documents (paper or electronic) that are maintained by the Association in its normal course of business. Such records encompass and include: Association contracts with vendors and third parties, the Association’s governing documents consisting of the articles of incorporation, the declaration and its amendments, bylaws, board resolutions, maps of the Association property, rules and regulations, meeting minutes, the Association’s financial statements, bank accounts and invoices, correspondence from and approved by the board to the Association members or from an officer to a member when authorized by the board, correspondence to or from the Association’s property manager, board approved reports and studies, official filings with the State of Utah or any local or federal governmental entity, and the names and address of Association members. Also, any record identified in the declaration or bylaws of the Association or in U.C.A. § 16-6a-1601(5) of the Utah Revised Nonprofit Corporations Act.
- 2.2 **Not Association Records.** The following are not Association records: Communications between board members or between board members and members of the Association, whether through letter, email, text message or another written form of communication, are not Association Records unless, (1) the board member is using the communication to conduct official Association business, or (2) the communication is sent to or from an account owned and operated by the Association, such as an Association email account. Emails sent from private email accounts and not being used to conduct official business do not constitute an Association record and the Association and individual board members have no duty to maintain such correspondence. In adopting this policy, the board is of the opinion that board members will be less prone to use emails or electronic communication if the Association’s record policy defines all board member emails as constituting records of the Association. This may result in much communication taking place by telephone,

which would be an inconvenience to many of the board members and result in less efficiency and making serving on the board a negative experience.

- 2.3 **Official Association Business.** Individual board members may not conduct Association business independent of the board. Board members should act only as a board, and individual board members shall act only when authorized directly by the board or in their capacity as an officer of the Association. While board members may have assignments and undertake correspondence with many people, until the board acts as a whole, the board has not acted and individual communications from board members do not constitute official actions of the board in behalf of the Association. However, if a board member also serves as an officer of the Association, he or she shall have additional duties and authority granted by the board or under the Association Bylaws and therefore is more likely to be acting in an official capacity as an officer of the Association and there is a greater likelihood that an officer's communications, correspondence and documents could qualify as an Association record. An officer's written communications in behalf of the Association regarding Association business to or from third parties who are not members of the Association shall be considered records of the Association.
- 2.4 **Permanent** means that the retention period for that Association Record is permanent.
- 2.5 **Term + "X" years** means the specified number of years beyond the termination of the relationship, contract or coverage.

### **ARTICLE III POLICY**

- 3.1 It is the Association's policy to maintain complete and accurate Association Records. Association Records are to be retained for the period of their immediate use unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.
- 3.2 Association Records that are no longer required or have satisfied their recommended period of retention are to be destroyed in an appropriate manner.
- 3.3 The Board may appoint either one board member or the Association's manager to be the Association record "Managing Agent". The Managing Agent is responsible for ensuring that Association Records of the Association are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Policy.

### **ARTICLE IV COMPLIANCE**

This Policy is not intended to be all inclusive, and accordingly may be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state, and local statutes and regulations (none of which explicitly address the Association), and industry custom and practice.

**ARTICLE V  
BOARD MEMBERS**

The Association does not require individual Board members to maintain any Association Records. Board members in their discretion may dispose of documents in their possession that were generated by the Association when the Association has maintained the document as an Association Record. However, when a Board member receives Association Records which were not generated by the Association or not received through the Association, the Board member shall send the originals of such Association Records to the Managing Agent to be maintained in the Association Records. Association Records created by a Board member for their own use as a member of the Board, including but not limited to notes, drafts, emails, summaries, etc., are not Association Records and do not need to be retained for any length of time by a Board member and may be destroyed by a Board member at any time. Emails sent or received by a Board officer are records of the Association only if, (1) the email is sent to the Association membership from the Board, or (2) the email is sent from the Board as the result of an official decision of the board. No Board member shall disclose or provide any Association Record to any Owner outside of the Board but shall direct Owners to make a formal request to the Association pursuant to its records policy.

**ARTICLE VI  
OFFICERS**

Communications and documents generated by officers of the Association shall be considered Association records when any one of the following criteria are met:

- 6.1 Did the communication concern official business of the Association and come within the individual's responsibility as an officer?
- 6.2 Did the communication have the ability to bind the Association or involve communications that may lead to binding the Association or implementing or adopting an Association policy?
- 6.3 Was the communication, act or document generated, prepared or accomplished as a result of a duty as an officer as set forth in the bylaws?

**ARTICLE VII  
ANNUAL PURGE OF FILES**

The Managing Agent or Board secretary shall conduct an annual purge of the Association Records to be completed within the first quarter of each calendar year.

**ARTICLE VIII  
DESTRUCTION PROCEDURE**

All Association Records to be purged or destroyed pursuant to this Policy shall be shredded, or permanently deleted electronically, if stored in an electronic format.

**ARTICLE IX  
ONSET OF LITIGATION**

At such time as the Board or the Association has been served with a lawsuit, or if it is reasonably foreseeable that litigation may be imminent, all Association Records potentially relevant to the dispute must be preserved notwithstanding anything in this Policy to the contrary.

Therefore, at the direction of the Association's legal counsel the Managing Agent will advise the Board members, and any other person who may maintain Association Records, of the facts relating to litigation. Thereafter, all Association Records potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeal periods have expired. At the conclusion of the litigation the "hold" period will cease and the time periods provided in this Policy will recommence.

**ARTICLE X  
ASSOCIATION RECORD RETENTION AND DESTRUCTION GUIDELINES**

The Association Records are grouped into functional categories set forth below. Although every conceivable Association Record is not listed, the following list should indicate to which subcategory a particular Association Record relates and how long the record should be retained.

**ACCOUNTING RECORDS**

Accounts Payable	6 Years
Accounts Receivable	6 Years
Audit Reports	6 Years
Depreciation Schedules	6 Years
Expense Report	6 Years
Financial Statements (Annual)	6 Years
General Ledger	6 Years
Inventory Records	6 Years
Loan Payment Schedule	6 Years
Federal and State Tax Return	6 Years

**BANK/FINANCIAL RECORDS**

Bank Reconciliation	2 Years
Bank Statements	6 Years
Deposit Tickets	6 Years
Cancelled Checks	6 Years
Cash Receipts and Cash Disbursement Journals	6 Years
Owner Ledgers	6 Years after Owner sells unit
Electronic Payment Records	6 Years
Personal Property Tax Returns	6 Years
Budgets	3 Years
Reserve Study	Retain current study at all times Retain older studies 10 years

**CORPORATE RECORDS**

Board Minutes	Permanent
Committee Minutes	Permanent
Member Meeting Minutes	Permanent
Bylaws, Articles and CC&R's	Permanent
Rules and Regulations	Permanent
Policies and Guidelines	Permanent
Record of actions by Board or Members without a meeting	Permanent
Record of Waivers of Notice of Meeting- Members or Board	Permanent
Board Resolutions	Permanent
Business Licenses	6 Years
Contracts	Life + 6 years- longer if warranty
Correspondence from Legal Counsel	6 Years
Certificates of Insurance	6 Years

Insurance Policies	6 Years
Settled Insurance Claims	6 Years
Leases/Mortgages	6 Years following termination
Patents/Trademarks	Permanent
Bids, Proposals	6 Years following termination
Homeowner Records	6 Years following transfer of unit
Vendor Invoices	6 Years
Written Correspondence between Association and Vendors	6 Years
Photographs	6 Years
Annual Reports filed with the Secretary of State	3 Year
Videotapes and Audiotapes of Board Meetings (if any)	Until minutes are approved
Proxies and Ballots (unless otherwise provided herein)	Permanent
Proxies and Ballots for Document Amendments	Permanent
Deeds, Easements and Other Real Property Records	Permanent
Association Plat Maps	Permanent
State and Federal Identification Numbers	Permanent

#### **EMPLOYEE RECORDS, IF ANY**

Benefits Plans	Permanent
Personnel Files	6 Years following termination
Employment Applications	3 Years
Employment Taxes	6 Years
Payroll Records	6 Years
Pension/Profit Sharing Plans	Permanent

**REAL ESTATE RECORDS**

Construction Records	Permanent
Warranties	Permanent
Leasehold Improvements	Permanent
Lease Payment Records	Life + 4 Years
Real Estate Purchases	Permanent

**OWNER COMMUNICATIONS**

Written communications to all Owners generally (including meeting or other notices sent via email, facsimile and regular mail)	6 Years
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**INDIVIDUAL MEMBER FILES**

Correspondence to Members individually (not including enforcement letters)	As long as Member owns + 4 years
Enforcement letters (including covenant violation letters, violation letters and delinquency letters)	As long as Member owns + 4 years
Owner Complaints (written)	As long as Member owns + 4 years
Architectural requests and any responses from the Association regarding Requests	Permanent
Correspondence between Association and Members not otherwise listed	As long as Member owns + 4 years

**MISCELLANEOUS**

Miscellaneous Documents (not otherwise listed herein)	At Board's Discretion
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