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E# 3201337 PG 1 OF 31
Leann H. Kilts, WEBER COUNTY RECORDER
02-Dec-21 0423 PM FEE \$54.00 DEP TN
REC FOR: MILLER HARRISON LLC
ELECTRONICALLY RECORDED

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

FOR

SUNRISE POINT TOWNHOMES

**A Townhome Development
Located in
Ogden, Weber County, Utah**

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SUNRISE POINT TOWNHOMES

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sunrise Point Townhomes (herein this "Declaration") is made effective when recorded with the Weber County Recorder's Office by Sunrise Point Townhomes Homeowners Association, Inc. (the "Association").

RECITALS

- A. Sunrise Point Townhomes is a townhome development situated in Ogden, Weber County, State of Utah, and was created by the *Declaration of Covenants, Conditions, and Restrictions for Sunrise Point Townhomes*, recorded in the Weber County Recorder's Office on July 30, 2019 as Entry No. 2993882 (the "Original Declaration").
- B. This Declaration (along with and subject to any future amendments) shall be the sole declaration for the Project and shall completely replace and supersede in all respects the Original Declaration and any and all prior declarations and amendments thereto (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.
- C. This Declaration affects the real property situated in Weber County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- D. The Bylaws of the Association attached hereto as Exhibit B supersede and replace any previous bylaws of the Association and any amendments thereto, whether recorded or not.
- E. Pursuant to Section 6.03 of the Original Declaration, two-thirds (2/3) of the Owners of have approved this Declaration. The signature hereinafter of the president of the Association certifies and attests that such vote was obtained.

1 DEFINITIONS

Capitalized terms used in the Declaration (including recitals) have the following meanings:

1.1 Articles

Articles mean the Articles of Incorporation for Sunrise Point Townhomes Homeowners Association, Inc.

1.2 Assessments

Assessments mean any charge imposed or levied by the Association against Owners, including without limitation, annual assessments corresponding with the Common Expenses, as well as special assessments, benefited assessments, individual assessments, late fees, and fines, all as provided in this Declaration.

1.3 Association

Association means Sunrise Point Townhomes Homeowners Association, Inc. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or reincorporate without Owner approval.

1.4 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association.

1.5 Bylaws

Bylaws mean the Bylaws of the Association, as amended or restated from time to time. The Bylaws in effect at the time this Declaration is recorded are attached hereto as Exhibit "B."

1.6 Common Areas

Common Areas shall mean all property owned by the Association. Common Areas shall also mean the property and areas shown on the Map as Common Areas, or otherwise utilized for the common use and benefit of the Owners. Common Areas include the private streets, sidewalks, open areas, landscaping, and utilities that serve more than one Lot.

1.7 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by the Board; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.8 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-101 *et seq.*, as amended or replaced from time to time.

1.9 Declaration

Declaration means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sunrise Point Townhomes, as amended, supplemented, or restated from time to time.

1.10 Director

Director means a member of the Board.

1.11 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles, Map, and any rules and regulations.

1.12 Lot

Lot means a separately numbered parcel of property in the Project as shown on the Map. Lots shall include all utility lines and other installations exclusively serving the Lot whether under or over the Common Areas or not. Reference to a Lot shall include, when applicable, the home and other improvements constructed on the Lot.

1.13 Map

Map means the plat map for Sunrise Point Townhomes on file with the Weber County Recorder.

1.14 Member

Member means an Owner.

1.15 Occupant

Occupant means any Person living, staying, or visiting at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, invitees, and guests.

1.16 Owner

Owner means the owner of a Lot.

1.17 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.18 Project

Project means all Lots and Common Areas as shown on the Map. The Project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

2 SUBMISSION

The Project and the Declaration are submitted to the provisions of the Utah Community Association Act.

3 EASEMENTS

3.1 Easement for Encroachment

If any part of the Common Areas encroaches on a Lot, an easement for the encroachment and for maintenance shall exist. If any part of a Lot encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Lots. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

3.2 Right of Ingress, Egress, and Enjoyment

Each Occupant, guest, or invitee has the right to ingress and egress across the Common Areas as necessary for access to their respective Lot. Subject to the rules and regulations, each Occupant has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant to and pass with title to the Lot.

3.3 Association Easement

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas to perform their duties as assigned by the Governing Documents.

3.4 Party Wall and Shared Roof Easement

Each Owner hereby acknowledges and agrees that a party wall or shared roof may presently encroach upon or overlap the Owner's Lot. Each Owner hereby grants to the Association, and the adjoining Owner of the other Lot that shares the party wall, or shared roof, an easement over and upon its Lot for the purpose of maintaining the party wall and shared roof. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance, repair, and/or replacement of the party wall and shared roof.

3.5 Easement for Utility Services

The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

4 MAINTENANCE

4.1 Association Responsibility

The Common Areas shall be maintained, repair, and replaced by the Association. The Association's maintenance responsibilities shall include, but are not limited to: (1) Maintaining, repairing, and replacing all private roads and sidewalks, including performance of snow removal; (2) maintaining, repairing, and replacing all landscaping in the Project, including landscaping that may be located on Lots; and (3) maintaining, repairing, and replacing all utilities, including culinary and sewer laterals, that serve more than one Lot. If the need for maintenance, repair, or replacement of Common Areas is caused through the willful or negligent act of any Owner or his/her Occupant, the cost of such maintenance, repair, or replacements

shall be the sole and exclusive expense of such Owner and such cost may be levied as an Individual Assessment.

4.2 Owner Responsibility

Except for the landscaping, Owners shall maintain, repair, and replace their Lot at their cost. An Owner's maintenance responsibility extends to all components of their Lot (including, but not limited to, roofs, exteriors of homes, driveways, and garages). Unless otherwise stated in a Rule, no Owner or representative of the Owner may access a roof without prior Board approval. Lots shall be maintained to protect and preserve the health and safety of other Lots and in a manner so as not to detract from the appearance of the Project. Owners shall perform snow removal on all driveways and walkways that serve the individual Lot.

4.3 Party Wall Maintenance

Each Owner shall keep the surface components of party walls in good condition and repair. For structural components of party walls, each Owner benefited by the party wall shall share equally the cost of maintenance and repair thereof, including the replacement as necessary. Provided, however, that if the need for maintenance, repair, or replacement of the party wall is caused through the willful or negligent act of any Owner or his/her Occupant, the cost of such maintenance, repair, or replacements shall be the sole and exclusive expense of such Owner.

4.4 Fences

No Owner may construct, install, or replace a fence without prior approval from the Board. Such fence shall be repaired, maintained, and replaced at the sole expense of the Owner. If the fence serves more than one Lot, the cost to repair, maintain, or replace the fence shall be shared equally by the Lots benefitted thereby. Perimeter fences and any other fences installed by the Association shall be maintained, repaired, and replaced by the Association.

4.5 Owner Maintenance Neglect.

If an Owner fails to perform his or her maintenance obligations as outlined in this Article 4, the Association shall inform the respective Owner of the violation and either notify the Owner that the Owner is required to perform such work as detailed by the Board or notify the Owner that the Association will perform such work and levy the costs resulting from the work as an Individual Assessment against the respective Owner. In any event, if an Owner fails to perform the work in the timeframe required by the Board of Directors, the Association may perform the work, without liability for trespass or otherwise, and individually assess the Owner the resulting costs.

4.6 Board Discretion to Determine Maintenance Responsibilities.

In the event a maintenance obligation is not outlined herein or confusion arises as to a maintenance obligation, the Board may, by resolution and in its sole discretion, determine whether the Association or the Owners shall have the responsibility to fulfill the maintenance obligation.

5 MEMBERSHIP AND ASSOCIATION

5.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

5.2 Voting Rights

Each Lot shall have one vote. Voting is governed by the Bylaws.

5.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

5.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

6 USE RESTRICTIONS

6.1 Rules and Regulations

The Board of Directors shall have authority to promulgate and enforce such Rules and procedures as may aid the Association in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the Governing Documents. Owners and Occupants shall at all times obey the Rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such Rules shall apply and be binding upon all Owners and Occupants. The Rules may address any issues, including those addressed in this Declaration and the Bylaws. The Rules may supplement, clarify, and add detail to issues otherwise addressed in this Declaration and the Bylaws so long as they do not contradict the same. The Board of Directors' determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive. Violations of Rules may result in fines levied by the Board. Fines may be levied pursuant to a schedule of fines the Board adopts for the Association.

6.2 Single-Family Occupancy

Homes shall be occupied and used only as private single-family residences. Single-family shall mean: (a) one person living by himself or herself in a single home; (b) two or more persons living together in a single home who are related by blood, marriage, adoption, or legal guardianship, and up to two (2) additional individuals not so related; or (c) up to three (3) unrelated individuals living together in a single home.

6.3 No Obstruction of Common Areas

Owners and Occupants shall not obstruct Common Areas. Owners and Occupants shall not use Common Areas for their private use, unless approved by the Board. Owners and Occupants shall not alter Common Areas. Owners and Occupants may not damage or commit waste to the Common Areas.

6.4 Signs

The Association may regulate and restrict signs in the Project to the extent permitted by law. Unless otherwise designated in the Rules, the following restrictions shall apply: Only "For Sale" or "For Lease" signs no larger than 3 feet by 2 feet and that are placed in the window of a home

or in front of a home are permitted. All other signs may only be erected or maintained in the Project, whether in a window or otherwise, with the prior approval of the Board. In no instance may signs be placed in the Common Area without the written consent of the Board. No signs of any kind shall be displayed to the public view on or from any Lot or the Common Areas without the prior written approval of the Board of Directors.

6.5 Flags

Owners and Occupants may display one reasonably sized American flag on the exterior of a home consistent with the Freedom to Display the American Flag Act of 2005, the Utah Display of Flag Act, and Utah Code § 57-8a-219. Flags, if displayed, must be displayed in accordance with United States Code Title 4, Chapter 1. Sports team and other flags may also be displayed on the exterior of a home provided the number and location of the flags do not become a nuisance. The Board may make additional Rules regarding flags in the Project.

6.6 Nuisance

No noxious or offensive activity shall be carried on or upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Lots. No Owner or Occupant shall engage in activity within the Project in violation of any Restrictions or Rules adopted by the Board, or any laws, ordinances, statutes, rules, or regulations of any local, county, state, or federal body. Any such violations shall be deemed a nuisance under this Section.

6.7 Window Covers

Only curtains, drapes, shades, shutters, and blinds may be installed as window covers. No window shall be covered by paint, blankets, rugs, foil, sheets, and the like.

6.8 Repairs

No repairs of any machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon the Project, except in a closed garage or except for emergency repairs that do not last more than twenty-four (24) hours.

6.9 Unsightly Items

All rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from Lots and shall not be allowed to accumulate therein or thereon. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Board of Directors.

6.10 Animals and Pets

Up to two (2) domestic pets are allowed in Lots. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Project. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or the Lot of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it harasses a passerby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area. All dogs must be leashed when not on the Owner's Lot. The Association may levy Individual Assessments to Owners for any damages to the Common Areas and

landscaping caused by a pet. The Association may also cause pets to be removed from the Project whose presence or actions violate this Section. The Board may adopt Rules adding further restrictions related to pets not inconsistent with this Declaration and all Owners and Occupants must ensure that their pets abide by all behavioral standards and rules adopted by the Board from time to time.

6.11 Leasing

Each Lot shall be occupied by at least one Owner of the Lot as his or her primary residence. Any agreement for the leasing, rental, or occupancy of a Lot (hereinafter in this Section referred to as a "lease") is prohibited, except as otherwise specifically provided in this Section 6.11. Notwithstanding anything to the contrary in the Declaration or Bylaws, all leasing and Non-Owner Occupancy of a Lot shall be governed by this Section 6.11 and any Rules and procedures adopted as allowed in this Section.

- A) Definitions. For the purpose of this Section 6.11:
- (i) "Non-Owner Occupied" means:
 - (a) For a Lot owned in whole or in part by a natural individual or individuals, the Lot is occupied by someone, but no individual Owner occupies the Lot as the individual Owner's primary residence; or
 - (b) For a Lot owned entirely by one or more entities or trusts, the Lot is occupied by anyone.
- B) Exemptions. The following Lots may be Non-Owner Occupied:
- (i) A Lot owned by a person in the military for the period of the Owner's deployment.
 - (ii) A Lot occupied by the Owner's parent, child, or sibling.
 - (iii) A Lot whose Owner is relocated by the Owner's employer for a period of two (2) years or less.
 - (iv) A Lot owned by an entity that is occupied by an individual who has voting rights in the entity and who has a twenty-five percent (25%) or greater share of ownership in the entity.
 - (v) A Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (1) the estate of a current occupant of the Lot; or (2) the parent, child, spouse, or sibling of the current occupant of the Lot.
 - (vi) Lots being leased before the time this Declaration is recorded with the Weber County Recorder shall be grandfathered and allowed to continue leasing until the earliest of the following occurs: (i) the Lot Owner (or an officer, director, trustee or beneficiary of the entity that owns the Lot) occupies the Lot; or (ii) the ownership of the Lot is transferred.

- (vii) Fifty percent (50%) of Lots. Owners wishing to lease their Lots under this Subsection (vii) shall submit an application to the Board for approval. The Board shall review the applications in chronological order based on the date of receipt of the application. If the application is denied because approval would result in exceeding the fifty percent (50%) leasing cap contained herein, the Owner shall be placed on a waiting list. Placement on the waiting list will be according to the date the application was received so that the Owner on the waiting list whose application was earliest received shall have first opportunity to lease his or her Lot when an opening becomes available (i.e. when Lots leased under this Subsection (vii) drop below fifty percent (50%)).

The Board may adopt additional procedures, as needed, necessary to implement consistent administration and enforcement of this Section 6.11(B). No Owner who is allowed to lease his or her Lot shall be permitted to lease his or her Lot for transient, hotel, or seasonal purposes. All leases shall be for an initial term of no less than six (6) months. Daily or weekly leases are prohibited. No Owner may lease individual rooms to separate persons or less than his or her entire Lot. No Lot shall be leased until the Association has received a copy of the lease agreement.

- C) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Lot shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Declaration, Bylaws and Association Rules and the Owner and Occupant shall be jointly and severally liable for any fines for violations thereof.
- D) Remedies for Violation. If an Owner fails to comply with this Section 6.11 or leases a Lot in violation of this Section 6.11, the Board may:
- (i) Assess fines against the Owner and Owner's Lot pursuant to a schedule of fines adopted by the Board.
 - (ii) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.
 - (iii) Pursuant to rules adopted under this Section, if the Board determines that a Non-Owner Occupant has violated a provision of the Declaration, the Bylaws, or rules and regulations, the Board may require an Owner to terminate a lease agreement with that Non-Owner Occupant.
 - (iv) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the property manager, if any, shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board,

and the property manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

- E) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and Rules and regulations with respect to a Non-Owner Occupant, and for any costs incurred by the Association in connection with any action under this Section 6.11, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual Assessments against the Owner and Lot which may be collected and foreclosed on by the Association.

6.12 Holiday Decorations

The Board may adopt Rules restricting holiday decorations in the Project, to the extent permitted by law.

6.13 Recreational Vehicles

No recreational vehicles including, but not limited to, RVs, dirt bikes, campers, boats, snowmobiles, or other similar vehicles, shall be stored or kept on the Project, unless in a closed garage, or permitted under the Rules or approved in advance by the Board.

6.14 Business Activities

Businesses that meet the following qualifications are permitted to be conducted from a Lot: (1) only normal residential activities would be observable outside of the Lot; (2) the business activity does not involve persons coming on to the Project who do not reside in the Project in a manner and/or amount that would constitute a nuisance; (3) the business activity does not involve the solicitation of Occupants or Owners; (4) the business will not result in the increase of the cost of the Association's insurance; and (5) the activities would not be in violation of applicable local ordinances. All other business activities must be approved in advance by the Board.

6.15 No Subdivision of Lots

No Lot shall be split, subdivided, or separated into two (2) or more Lots.

6.16 Energy Conservation Equipment

Solar energy collector panels and attendant hardware or other energy conservation equipment shall be prohibited from being constructed or installed in the Project unless authorized by the Board. If the Board elects to allow energy conservation equipment in the Project, then the Board may adopt rules and regulations for the installation of solar panels or other energy conservation equipment. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the buildings. The Board shall assess the costs related to any installation, operation, and maintenance of energy conservation equipment to the requesting Owner(s) or benefitted Owner(s) in the Board's sole discretion.

6.17 Architectural Control

No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board of Directors or any committee established by the Board for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, lighting, repairs, excavation, patio covers, screens, doors, window and other air conditioners, fireplaces, skylights, storage buildings, solar collectors, decks, balconies, shade screens, awnings, window replacement, window coating or

tinting, furniture, decorative alterations or other work that in any way alters the exterior appearance of the Project. The Board, or committee established by the Board for that purpose, may designate the design, color, style, model and manufacturer of any exterior improvement or alteration. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board of Directors, or any committee established by the Board for that purpose. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, windows, skylights, electrical, mechanical, plumbing or ventilation systems, and the like. When deemed reasonable and prudent by the Board, Lot (exterior and interior) construction activity, including, without limitation, renovations, remodels, and repairs, shall be performed by a contractor that is properly licensed and insured. The Board may establish other Rules or procedures in carrying out its responsibilities under this Section, including the creation of an application process, establishing completion deadlines and the hours of the day when construction activity is prohibited, and other items deemed necessary by the Board in its sole discretion.

6.18 Parking

Parking in the Project is permitted only in driveways, garages, or designated areas on the street. Parking is prohibited in any location that would unreasonably impair vehicular or pedestrian access, or that will interfere with the functions of the Association and Owners and Occupants. The Board may adopt additional Rules relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and temporary parking of vehicles within the Project; the right to remove or cause to be removed any vehicles that are improperly parked; guest parking; and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

6.19 No Smoking

The Project is a smoke-free community. Smoking shall be prohibited everywhere throughout the Project, including, without limitation, inside individual Lots and on Common Areas. No Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, electronic cigarette, other product containing any amount of tobacco, or other similar heated, smoldering, or lit product. The use, manufacture, and/or selling of illegal drugs is also prohibited throughout the Project.

6.20 Temporary Structures

No trailer, tent, shack, or other outbuilding shall be placed upon or used at any time within the Project as a temporary or permanent residence without prior written Board approval.

6.21 Variances

The Board of Directors may, in its sole discretion, upon a showing of extenuating circumstances, grant variances from the Restrictions set forth in this Article X if the Board determines in its discretion: (a) either (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete; and (b) that the activity permitted under the variance will not have any substantial adverse effect on other Owners or Occupants and is consistent with the high quality of life intended for residents. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing

and signed by a majority of the then existing Board of Directors. The Board shall not have any right or authority to deviate from this Declaration except as specifically provided for in this Section. No Owner or any other person may rely upon any permission to deviate from this Declaration by anyone including any Board Member or a majority of the Board, unless it is reduced to writing and signed as required in this Section.

7 ENFORCEMENT

7.1 Compliance

Each Owner and Occupant shall comply with the Governing Documents.

7.2 Remedies

Failure to comply with the Governing Documents will be grounds for the remedies provided in this Declaration or the Community Association Act, including, without limitation, the levying of fines for violations or suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners. The Association may also assess attorney fees and costs against an offending owner which are incurred in seeking compliance (whether or not a lawsuit is filed) with the Governing Documents; such attorney fees and costs may be assessed as an Individual Assessment.

7.3 Action by Owner

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

8 ASSESSMENTS

8.1 Covenant for Assessments

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all Assessments. No Owner may exempt themselves from liability for Assessments by abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas.

8.2 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. Supplemental budgets may be adopted by the Board for budget shortfalls or excess funds.

8.3 Purpose of Assessments

Assessments levied by the Association shall be used for the purpose of maintaining the Common Areas; paying Common Expenses; administering the affairs of the Association; and promoting the health, safety, and welfare of residents of the Project; and carrying out its obligations as provided herein.

8.4 Annual Assessment

Annual Assessments shall be made on a calendar year basis. The Association shall give written notice of each Annual Assessment not less than 15 days nor more than 60 days prior to the beginning of the next budget year. Each Annual Assessment shall be due and payable as established by the Board, which may include monthly, quarterly, semi-annual, or annual installment dates. The Association shall give Owners at least 30 days prior notice of any change in the amount of the Annual Assessment. If the Board fails to fix an Annual Assessment, the amount of the last Annual Assessment and payment schedule will continue in effect.

8.5 Special Assessment

The Association may levy a Special Assessment for the purpose of defraying in whole or in part the cost of any budget shortfall, construction, reconstruction, maintenance, repair, or replacement of the Common Areas. A Special Assessment must be approved by a majority of the Owners present (in person or by proxy) at a duly called meeting for such purpose at which a quorum is present.

8.6 Benefited Assessment

The Association may levy Benefited Assessments against particular Lots to cover the costs of the Association in providing special benefits, items, or services to the particular Lots. Benefited Assessments may be levied in advance of the Association providing such special benefits, items, or services to particular Lots and shall be imposed equally upon all benefited Lots.

8.7 Individual Assessment

The Association may levy Individual Assessments against a Lot and its Owner. Individual Assessments include, without limitation: (i) Amounts levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents, including attorney fees; (ii) fines, late fees, interest, collection costs (including attorney fees); (iii) any charge described as an Individual Assessment by the Governing Documents.

8.8 Apportionment of Assessments

Annual and Special Assessments will be apportioned equally among the Lots. Benefited Assessments shall be apportioned equally among the Lots benefited thereby. Individual Assessments shall be apportioned exclusively to the Lots benefited or affected.

8.9 Nonpayment of Assessment

Assessments not paid within 15 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a late fee in an amount to be determined by the Board that may accrue each month until the balance is paid in full. The Association shall have all rights provided herein or in the Community Association Act to collect any unpaid Assessment. All costs and fees (including attorney fees) incurred by the Association as a result of an unpaid Assessment, shall be paid by the delinquent Owner regardless of whether a lawsuit is filed or not.

8.10 Application of Partial Payments

Partial payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

8.11 Suspension of Voting Rights

If an Owner has a delinquent Assessment balance, the Association may suspend the Owner's right to vote.

8.12 Lien for Assessment

All Assessments, late fees, interest, and collection costs (including attorney fees) not timely paid shall be a charge and continuing lien upon each Lot against which the Assessment is made. The Association may file a notice of lien with the Weber County recorder as evidence of nonpayment.

8.13 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid Assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

8.14 Appointment of Trustee

Pursuant to §57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recoding a substitution of trustee form.

8.15 Subordination of Lien

A lien for assessments shall be subordinate to a first mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale.

8.16 Reinvestment Fee

The Board, by resolution, 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 Section and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

8.16.1 Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Weber County recorder, regardless of whether it is pursuant to the 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 in an amount established by the Board, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

8.16.2 The Association shall not levy or collect a Reinvestment Fee for any of the Transfer exempted by Utah Code § 57-1-46.

8.16.3 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.

8.17 Reserve Account

The Association may establish a reserve account to fund long-term maintenance and replacement items. If established, the Board shall use reasonable efforts to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve account.

9 INSURANCE

9.1 Types of Insurance Maintained by the Association

The Association shall obtain the following insurance coverage:

9.1.1 Public liability for the Common Areas for at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage, bodily injury, or death;

9.1.2 Blanket property covering the entire Project, including the Common Areas and all attached homes, fixtures, and building services equipment as provided in the Act ("Property Insurance").

9.1.2.1 The Property Insurance shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to an attached home, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

9.1.2.2 At a minimum, the Property Insurance shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

9.1.2.3 The Property Insurance shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the attached homes).

9.1.2.4 The Association shall set aside an amount equal to the amount of the Property Insurance deductible or, if the policy deductible exceeds \$10,000, an amount not less than \$10,000.

9.1.2.5 Any Owner who suffers damage to his or her home and which damage is covered by the Property Insurance shall be responsible for the Owner's proportional share of the Property Insurance deductible and such calculation shall be made pursuant to Utah Code Ann. §57-8a-405. If an Owner is responsible for any portion of the deductible, such portion may be levied as an Individual Assessment against the Owner.

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

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

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

9.2 Insurance Company

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

9.3 Premium as Common Expense

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

9.4 Insurance by Owner

Each Owner shall insure their own liability and personal property.

10 MISCELLANEOUS

10.1 Amendment of Declaration

This Declaration may be amended by an affirmative vote of at least 67% of the Lots. Any amendment shall take effect upon recordation with the Weber County Recorder. In such instrument, the Association shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any member, officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section.

10.2 Termination of Declaration

Owners representing 85% or more of the voting interests in the Association must approve a termination of the Declaration.

10.3 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws or by other applicable laws.

10.4 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce, Division of Corporations. If the corporate status of the Association expires, the president of the Association shall be the successor agent.

10.5 Covenants Run with the Land

The Declaration contains covenants, which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Occupant shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Occupant agrees to be bound by the Governing Documents.

10.6 Severability

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

10.7 Waiver

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

10.8 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

10.9 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

10.10 Conflicts

If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

10.11 Effective Date

The Declaration and any amendments take effect upon recording in the Weber County Recorder's Office.

[Signature on Next Page]

IN WITNESS WHEREOF, the Association has executed this Declaration on the day and year set forth below.

Sunrise Point Townhomes Homeowners Association, Inc.

By: *Chris Ward*

Its: *President*

State of Utah)
County of *Weber*) :ss

On this *24* day of *Nov*, 2021, personally appeared before me *Chris Ward*, who being by me duly sworn, did say that he/she is the *President* of the Sunrise Point Townhomes Homeowners Association, Inc.; that said Declaration was signed by him/her on behalf of said Association after receiving approval from at least 2/3 of the Lot Owners and that the foregoing information is true and accurate to the best of his/her knowledge.

K M Carruth
NOTARY PUBLIC

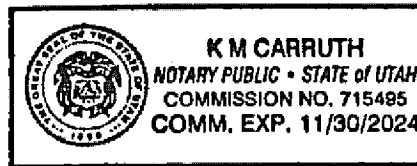


Exhibit A

Legal Description and Parcel Numbers

All of Sunrise Point Townhomes Plat, as recorded in the Office of the Weber County Recorder, including Lots 1-16 and Common Area.

**Parcel Numbers: 11-432-0001 through 11-432-0016
11-432-0017 (Common Area)**

EXHIBIT B

BYLAWS OF SUNRISE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

These Bylaws of SUNRISE POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC. ("Bylaws") are effective upon recording in the Weber County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

1. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, executed prior to the date of these Bylaws whether recorded or not.
2. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

**ARTICLE I
DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein are defined in Article I of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sunrise Point Townhomes and shall be given the same meaning and effect.

**ARTICLE II
APPLICATION**

All present and future Owners, Occupants, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lot or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

**ARTICLE III
OWNERS**

3.1 **Annual Meetings.** The annual meeting of the Owners shall be held each year on a day and at a time established by the Board of Directors. The Board of Directors may from time to time by resolution change the month, date, and time for the annual meeting of the Owners.

3.2 **Special Meetings.** Special meetings of the Owners may be called by a majority of the Board of Directors, the President, or upon the written request of Owners holding not less than thirty-three percent (33%) of the voting interests of the Association. If a special meeting is requested by the Owners, the President shall call, provide notice of, and conduct a special meeting within sixty (60) days of receipt of the request.

3.3 **Notice of Meetings.** The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for

all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record not more than sixty (60) or less than fourteen (14) days prior to the meeting. Such notice may be emailed, hand-delivered, mailed, texted, posted on an official Association website, or delivered in another manner allowed under the Acts. Each Owner shall register with the Association such Owner's current email address and mailing address for purposes of notice hereunder. If no address is registered with the Association, an Owner's Lot address shall be deemed to be the Owner's registered address.

3.4 **Quorum.** Those Owners present in person or by proxy at any duly called meeting that is called and held in compliance with the requirements of this Article, shall constitute a quorum for the adoption of decisions.

3.5 **Proxies.** At each meeting of the Owners, each Owner 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 written instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's duly authorized attorney. If a Lot is jointly owned, the written instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's or Owners' duly authorized attorney(s). A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. To be valid, a proxy must identify the proxy-holder.

3.6 **Votes.** With respect to each matter submitted to a vote of the Owners, each Lot Owner shall have the right to cast, in person or by proxy one (1) vote. The affirmative vote of a majority of the voting interests entitled to be cast by the Owners 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 Owner, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. Voting for any Association matter, including elections, may be done electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. The Board may adopt additional Rules regarding such electronic voting, including timeframes for voting and other issues.

3.7 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of an Owner in person at any meeting of the Owners shall be deemed a waiver of any notice requirements.

3.8 **Informal Action by Owners.** Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of Association Owners had been in attendance at a regularly called meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **General Powers.** The property, affairs, and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise business judgment and all of the powers of the Association, whether derived from the Acts, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Acts vest solely in the Owners.

4.2 **Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of three (3) or five (5) persons. Each Board Member shall be over the age of eighteen (18), shall be an Owner, and shall be current in the payment of all Assessments (Board Members shall be considered current in the payment of Special Assessments if they are current on an established payment plan). Each Board Member shall serve for two (2) year terms, which terms shall be staggered so that Board Members are elected each year. If Board Member terms become un-staggered for any reason, the Board may provide for the re-staggering of terms in a manner the Board deems appropriate. Directors may serve consecutive terms if reelected. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board of Directors shall automatically terminate.

4.3 **Election.** The election of Board Members shall be made by a vote of the Owners. If the election of Board Members is not held during the Annual Meeting, or at any adjournment thereof, the Board may hold the election at a Special Meeting of the Owners. The election may also take place electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. During each election, the Owners (or their proxies, if the election takes place during an Annual or Special Meeting) may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The candidates receiving the largest percentage of voting interests shall be elected. Cumulative (i.e. an Owner casting all of his or her votes for the same candidate) or fractional voting is not permitted.

4.4 **Quorum and Manner of Action.** A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.5 **Regular Board Meetings.** The Board of Directors shall hold regular meetings, at least quarterly, at the discretion of the Board of Directors.

4.6 **Special Board Meetings.** Special meetings of the Board of Directors may be called by the President or a majority of the Board Members.

4.7 **Open Meetings.** Except as provided below in (a) through (f), all regular and special Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;

- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a person, if the Board determines that public knowledge of the matter would violate the person's privacy; or
- f. Discuss a delinquent assessment.

4.8 **Notice of Board Meetings.** At least forty-eight (48) hours before a regular or special Board meeting, notice of the meeting shall be given via email to each Board Member, and to each Owner who requests notice of such Board meetings, unless: (i) notice of the Board meeting is included in a meeting schedule that was previously provided to the Owner; or (ii) the Board meeting is to address an emergency and each Board Member receives notice of the Board meeting less than forty-eight (48) hours before the Board meeting. The notice shall be delivered to the Owner by email to the email address that the Owner provides to the Association, shall state the time, date, and location of the Board meeting, and shall provide the information necessary to allow the Owner to participate by telephone or electronic communication if a Board member will be participating via telephone or the same electronic communication.

4.9 **Board Action.** Notwithstanding any noncompliance with Section 4.7 and/or Section 4.8, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with Section 4.7 and/or 4.8 may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

4.10 **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. A Board Member may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interest of the Association. A Board Member may also be removed by the affirmative vote of a majority of the Board Members if he or she, in any twelve (12) month period, misses, and is unexcused by a majority of the Board, either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors meetings,.

4.11 **Vacancies and Newly Created Board Memberships.** If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal by the other Board Members, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor, and any Board member appointed hereunder shall serve only until the next regularly scheduled annual meeting or special meeting held for the purpose of electing a successor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.12 **Informal Action by Board Members.** Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board Members or as otherwise allowed by Acts.

4.13 **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.14 **Action Without a Meeting.** The Board has the right to take any action in the absence of a meeting which it could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. All officers shall be Board Members.

5.2 **Election Tenure and Qualifications.** The officers of the Association shall be chosen by the Board of Directors. Officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.4 **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 of Directors at any regular or special meeting.

5.5 **The President.** The President shall be the chief executive of the Association. The President shall be a Board Member and shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting. The President shall sign on behalf of the Association all documents and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

5.6 **The Vice President.** The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Directors or Owners. The Vice President shall perform such other duties as required by the Board of Directors.

5.7 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the Vice President's absence or inability or refusal to act.

5.8 **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors.

ARTICLE VI COMMITTEES

The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any committee at any time.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** No Board Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Board Member having heretofore or hereafter been a Board Member or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any bylaw, agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

ARTICLE VIII RECORDS AND FINANCES

8.1 **General Records.** The Board of Directors or the Manager for the Association shall keep detailed records of the actions of the Board of Directors and Manager; minutes of the meetings of the Board of Directors; and minutes of the Owner meetings of the Association. The Board of Directors shall also maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors. The Board of Directors shall also maintain a current list of Owners.

8.2 **Records of Receipts and Expenditures.** The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Project, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

8.3 **Financial Reports and Audits.** An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to any mortgagees of Lots who request the same. The Board of Directors may also annually, at the expense of the Association, obtain an "accounting review" or "agreed upon procedures" by a certified public accountant or other similar financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and eligible mortgagees of Lots who request this information. From time to time the Board may also, at the expense of the Association, obtain an audit by a certified public accountant of the books and records of the Association. At any time, any Owner or eligible mortgagee may, at such Owner's or eligible mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.4 **Inspection of Records by Owners.** Except as provided in Section 8.5 below, all records of the Association shall be reasonably available for examination by an Owner pursuant to rules adopted by resolution of the Board of Directors. The Board of Directors shall maintain a copy, suitable for the purposes of duplication of the following: (1) The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association; (2) The most recent financial statement prepared pursuant to Section 8.3 above; and (3) The current operating budget of the Association. The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained under this Section 8.4. The Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel

costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information, which may include managerial, legal, or accounting fees.

8.5 **Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.

(d) Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.

(e) Disclosure of information in violation of law.

(f) Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or rules;

(g) Documents, correspondence, or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

(h) Documents, correspondence, or other matters considered by the Board of Directors in executive session.

(i) Files of individual Owners, other than those of a requesting Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE IX RULES AND REGULATIONS

The Board shall have the authority to adopt and establish by resolution such Association rules as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

ARTICLE X AMENDMENTS

These Bylaws may be amended, altered, or repealed upon the affirmative vote of at least fifty-one percent (51%) of the Lot Owners. Any amendment(s) shall be effective upon recordation in the office of the Weber County Recorder. In such instrument, the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

11.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Association has executed this Declaration on the day and year set forth below.

Sunrise Point Townhomes Homeowners Association, Inc.

By: *Clifford*
Its: *President*

State of Utah)
County of *Weber*) :ss

On this *24* day of *NOV*, 2021, personally appeared before me *MINT S. WARD*, who being by me duly sworn, did say that he/she is the

President of the Sunrise Point Townhomes Homeowners Association, Inc.; that said Bylaws were signed by him/her on behalf of said Association after receiving approval from at least 2/3 of the Lot Owners and that the foregoing information is true and accurate to the best of his/her knowledge.

Km Carruth

NOTARY PUBLIC

