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Layton Ridges Homeowners Association
3325 N. Layton Ridge Dr.
Layton, UT 84040

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MEOWNERS ASSOC

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAYTON RIDGES HOMEOWNERS ASSOCIATION

Revised and Adopted on July 1, 2020

Layton Ridges Homeowners Association
3325 N. Layton Ridge
Layton, Utah 84040

DECLARATION OF AMENDED AND RESTATED PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAYTON RIDGES HOMEOWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION is made on this first day of July 2020, by Layton Ridges Homeowners Association, a Utah nonprofit corporation.

WITNESSETH:

WHEREAS, LAYTON RIDGES HOMEOWNERS ASSOCIATION ("the Association") is a Utah nonprofit corporation organized under the Revised Nonprofit Act, Utah Code section 16-6a-101 *et seq.* (as amended from time to time, the "Act") recorded in the official records of The State of Utah Department of Commerce, Division of Corporations and Commercial Code; and

WHEREAS, LAYTON RIDGES SUBDIVISION is comprised of twenty-nine (29) individual home sites (the "Property"), located in Layton City, Davis County, Utah, and more accurately described in Exhibit A of this Declaration; and

WHEREAS, THE LAYTON RIDGES HOMEOWNERS ASSOCIATION originally recorded a Declaration of Protective Covenants, Conditions and Restrictions (CC&R's) for The Layton Ridges Subdivision on October 29, 2003, recording number E 1927549 B 3406 P 216, with the Davis County Recorder, is subsequently amending and restating the original declaration in its entirety as set forth herein with this Third Amendment including Bylaws. The Davis County recording Number and Date shown on this Declaration cover page legally commits these newly released "Original Declaration and Bylaws"); and

WHEREAS, the Association desires to impose certain covenants, administrative conditions and restrictions and bylaws upon the Community in order to establish a common theme and set of conditions and restrictions for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Community and for the purpose of enhancing and protecting value, desirability and quality of life within the Association and said Community as set forth herein;

NOW THEREFORE, the Association hereby declares that the combined Community Properties shall be held, developed, sold and conveyed subject to the easements, restrictions, covenants, and conditions contained in this "Original Declaration and Bylaws", and run with the Properties as well as, be binding on all parties having any right, title, or interest in said Properties, or any part thereof; including, their heirs, successors and assigns, and shall inure the benefit of each Owner thereof. As approved by the Owners of not less than seventy-five percent (75%) of the "Eligible Members" recorded against the real properties described in Exhibit "A" and Attachment "A" of this CC&R's. (Also see pages 35-36)

THE ASSOCIATION HEREBY DECLARES THAT THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAYTON RIDGES HOMEOWNERS RESTATES THE ORIGINAL DECLARATION IN ITS ENTIRETY, INCORPORATES ALL AMENDMENTS APPROVED AND PASSED TO DATE BY THE MEMBERSHIP AND ADDS BYLAWS.

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1.0 DEFINITIONS

The following words, phrases, or terms used in this CC&R's shall have the following meanings:

"Annual Assessment" The charge levied and assessed each year against each Lot pursuant to Paragraph 5.2 hereof.

"Association" An organization of people with common purpose, ideas, reasoning under a formal structure.

- The Layton Ridge Homeowners Association, a Utah nonprofit corporation organized to administer, enforce and exercise the rights, powers and duties set forth in this Declaration.

"Association Rules" The Rules and Regulations adopted by the Association, as same may be amended and restated from time to time.

"Board of Trustees" An appointed or elected group of individuals that has overall responsibility for the management of an organization.

- Typically, the governing body of an organization and seeks to ensure the best interest of stakeholders in all types of management decisions.
- The Board of Trustees of the Layton Ridges Homeowners Association.

"Bylaws" Governs HOW the Homeowner's Association operates and contains the information and instructions needed to run such a business as it may be amended and restated from time to time.

"Common Area" means the park-strip combined with adjacent grass and planter areas located on either side of Valley View drive between the Community mail boxes and the first uphill curve.

"Common Expenses" Shall mean all expenses for maintenance, utilities and taxes incurred on or in connection with Common Areas.

- All insurance premiums (as required).
- All expenses incurred in connection with enforcement of this Declaration.
- All expenses expressly declared to be Common Expenses by this Declaration or the Bylaws of the Association.
- All other expenses which the Association is entitled to incur pursuant to the provisions of this Declaration or its Bylaws.

"Community" The Layton Ridges Subdivision, as shown on the Plat and governed by this Declaration.

"Declaration" Means the formal and explicit statement of the Declaration of Protective Covenants, Conditions and Restrictions (CC&R's) that defines WHAT Homeowners are permitted to do within the neighborhood and with their property relative to rules, requirements and regulations.

- The goal of the CC&R's is to protect, preserve, and enhance property values in the Community.

"Eligible Member" means every Member who is in good standing with the Association and, thus, has the right to vote on Association matters.

- To be in good standing, the Member must be current in the payment of assessments, and not have existing violations on the Lot.

"Improvement/s" Buildings, driveways, roads, parking area, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping of every type and kind.

"Lot" Any individually described parcel of land or real property designated as a Lot on the Plat intended for private "Single Family Residential Use" and Ownership covered by the Declaration.

"Maintenance Charges" Each Owner shall be solely responsible for the maintenance, repair, and replacement of residence Lot landscaping and all improvements located thereon pursuant to Paragraph 11.2.

- The Association, through the Board of Trustees shall be responsible for the maintenance, repair, and replacement of the Common Area pursuant to Paragraph 11.3.

"Member" Any person holding a membership in the Association pursuant to Section 4.0.

"Owner" Shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot.

- If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

"Plat" The survey of Layton Ridges Community that are duly approved and recorded with the office of the County Recorder of Davis County, Utah, as stated in Exhibit "A" attached hereto and made a part hereof, and all amendments thereto.

"Property" shall mean and refer to that certain real property located in Davis County, State of Utah, and more particularly described on Exhibit A hereof.

"Quorum" A Quorum of Members is such a number as must be present in order that business can be legally transacted.

- A Quorum for transacting business during Layton Ridges Homeowner's Association Meetings, Board of Trustees Meetings and Special Meetings are individually defined under each category in the provisions of the Bylaws.

"Simple Majority" A voting requirement used to specify more than half the total majority.

- For the purpose of this Declaration, fifty-one (51) percent of the Layton Ridges "Eligible Members" will be considered a "Simple Majority" vote.

"Single Family Residential Use" The occupation or use of a residence by a Single Family ONLY in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal statutes, ordinances, rules and regulations.

"Special Assessment" shall mean any assessment levied and assessed pursuant to Paragraph 5.4.

2.0 ASSOCIATION FORMATION

- 2.1 **Homeowner's Association (HOA) Purpose:** Homebuyers enter into HOA contract agreements with the sense they will gain the added security of a stable or increasing property value based on a well-defined Declaration of Protective Covenants, Conditions and Restrictions and Bylaws that protects, preserves, and enhances Community property values under a common theme.
- 2.2 **Homeowners Association:** Shall mean the Layton Ridge Homeowners Association (LRHOA), a Utah nonprofit corporation organized to administer, enforce and exercise the rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the (29) Homeowners through this Declaration and associated Bylaws as the same may be amended and restated from time to time.
- Unless these two Documents specifically require a simple majority vote of "Eligible Members", approvals and actions to be given or taken by the Association shall be valid if given or taken by the Board of Trustees.
- 2.3 **Board of Trustees:** Shall conduct the affairs of the Association in accordance with this Declaration and associated Bylaws.
- The Board of Trustees shall be composed of four (4) officers, who are "Eligible Members" of the Association.
 - Each officer shall serve a two-year (2) term that may be renewed based on a "Simple Majority" vote and contingent upon that officer's desire to serve as defined in Bylaws Paragraphs 4.3 and 4.1.
 - The Board of Trustees may appoint various committees to accomplish specific areas of interest.
 - Board of Trustees Membership:
 - President
 - Vice President/s
 - Treasurer
 - Secretary
 - Committees (as required)
 - Management Firm (as required)
 - The Board of Trustees *MAY* select and employ a management services entity, who will be delegated responsible for the day-to-day operation of the Association.
 - In this case, the Board of Trustees will provide job scope, requirements and proposed compensation for such position along with the experience and capabilities for selected candidate/s to the Association for a simple majority vote of the "Eligible Members", at a meeting duly called for that purpose, for approval prior to execution of such contract.
 - Any agreement for professional management services of the Association shall not exceed one year.
 - Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

- 2.4 **Architectural Control Committee:** In order to regulate, maintain, improve and reserve a harmonious Community under a common theme design and to protect, preserve and enhance property values, this committee will review all original home designs, including exterior and landscaping designs and changes or alterations to the same.
- The Board of Trustees may establish an Architectural Control Committee consisting of not less than three (3) members of the Community appointed by the Board to regulate home designs, external appearance and use of the property; as well as, perform such other functions and duties as may be imposed upon it by this Declaration, the Bylaws or the Board of Trustees.
 - The Architectural Committee may promulgate rules concerning the standards and procedures for architectural review. In the absence of an appointed or designated Architectural Committee, the Board of Trustees shall perform all stated functions of the committee.
 - In the event of violation of any of the provisions of this Declaration, the Architectural Control Committee shall escalate such violations to the Board of Trustees to take action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement shall be borne by the Owners who are in violation of this Declaration.
- 2.5 **Board of Trustees Liability:** Neither any member of the Board of Trustees, officer, manager or other employee or committee member of the Association shall be personally liable to any Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

3.0 ASSOCIATION RIGHTS AND POWERS:

In addition to the rights and powers set forth in this Declaration, the Association, through the Board of Trustees, shall also have such rights and powers as are set forth in this Declaration and Bylaws.

- 3.1 **Rights of Enforcement:** The Association, through the Board of Trustees, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration.
- The Board of Trustees shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
 - If the Board of Trustees prevails in any proceeding at law or in equity to enforce the provisions of this Declaration; including, a lien granted to it under the terms of this Declaration or to collect an Assessments or other amounts due from a Homeowner or to enforce compliance with or recover damages for any violation or noncompliance, the Association shall be entitled to recover from the other party its costs and reasonable attorneys' fees incurred in any such action.

- Failure by the Board of Trustees to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
 - The Board of Trustees may from time to time and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations.
 - Changed provisions shall be made available to all Members.
 - Upon adoption, the changed provisions shall have the same force and effect as if they were set forth in and were a part of the Declaration.
- 3.2 **Association Insurance:** The Association *May* obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability and other insurance policies as the Board of Trustees deems necessary as defined in Section 15.0 of this Declaration.

4.0 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 4.1 **Membership:** Every person or persons owning one or more Lots in the Layton Ridges Community is a Member of the Association.
- No evidence of membership in the Association shall be necessary other than evidence of Lot Ownership.
 - Membership in the Association shall be appurtenant to each Lot in which the Owner has the necessary interest.
 - The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of Ownership of an Owner's Lot, and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of the mortgage of record or other bonafide legal process.
 - Any attempt to make a prohibited transfer shall be void and not be reflected on the books and records of the Association.
- 4.2 **Eligible Member:** Every Member who is in good standing with the Association has the right to vote on Association matters.
- To be in good standing, the Member must be current in the payment of assessments, and not have existing violations on the Lot.
 - In the event any Homeowner is delinquent in the payment of any Assessments or other amounts due under any of the provisions of the these Documents for a period of fifteen (15) or more calendar days, said Homeowner's right to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments, including accrued interest, late charges and attorney's fees, are brought current.
 - The Board of Trustees may suspend a Homeowner's right to vote for a period not to exceed sixty (60) consecutive calendar days for any other infractions of these Documents.
- 4.3 **Voting Rights:** The Association shall have only one (1) class of voting membership.
- Each "Eligible Member" shall be entitled to one (1) vote for each Lot owned.

- 4.4 **Multiple Ownership:** When more than one person is the Owner of any Lot, all such persons shall be Members.
- In the case of joint/multiple Ownership of a Lot, the liabilities and obligations of each of the Owners set forth or imposed by this Declaration, shall be joint and several.
 - The vote relating to such Lot shall be exercised as such Owners may determine among themselves.
 - If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes, that authority and consent was agreed between all the Owners of the same Lot
 - In no event shall more than one vote be cast with respect to any Lot.
 - The vote for such Lot shall be cast as a unit and fractional votes shall not be allowed.
 - In the event Joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, then they shall lose their right to cast a vote.
 - In the event more than one vote is cast for a particular Lot, then none of the votes shall be counted and all votes shall be deemed void.
- 4.5 **Corporate Ownership:** In the event any Lot is owned by a corporation, partnership, or other association, that entity shall be the Member.
- At the time of the Lot acquisition, an individual shall be designated, in writing, voting power for such corporation, partnership, or other association.
 - In the absence of such designation and until such designation is made, the President, General Partner or Chief Executive Officer of such corporation, partnership or association shall have the power to vote for such entity.
- 4.6 **Proxies:** Votes appertaining to any Lot may be cast pursuant to a proxy, duly executed by a Homeowner, either by the Owner or on behalf of the Owner through a recognized legal representative.
- Each proxy must be filed with the Board of Trustees before any related meeting.
 - Any proxy shall be void if not dated or signed by the appropriate Homeowner.
 - Unless expressly stated otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held for such purpose or immediately after the date of that proxy.
 - No such proxy shall be revocable except by actual written notice by the Homeowner or recognized legal representative to the Board of Trustees member presiding over the meeting.
 - In cases where the Homeowner is more than one person, no more than one vote may be cast with respect to any Lot.
- 4.7 **Lists of Owners:** The Association, through the Board of Trustees, shall maintain up-to-date records showing the name of each Lot Owner, address, phone number, and Lot number.
- The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised.

- The Association may for all purposes act and rely on information concerning Owners and Lot Ownership which is recorded in the office of the County Recorder of Davis County, Utah.
- In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association, through the Board of Trustees, with evidence establishing such transfer has occurred and the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Davis County, Utah.

5.0 ASSESSMENTS, FEES AND CHARGES

All Members of the Association hereby covenant and agree, and each Homeowner, by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges;

- Annual Assessments
- Maintenance Charges
- Special Assessments

These Assessments together with related interest, costs and reasonable attorneys' fees (as required), shall be secured by a "Notice of Delinquent Assessment" ("Assessment Lien") or Charge on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made.

- 5.1 **Assessment Purpose:** The Assessments levied by the Association shall be used exclusively for:
- The maintenance and repair of the Common Area.
 - Promoting the health, safety and welfare of the Owners and residents of the Lots within the Association.
 - The performance and exercise by the Association of its rights, duties and obligations under the Declaration and Bylaws.
 - The maintenance and repair of property assigned by Davis County as Association responsibility.
- 5.2 **Annual Assessment:** To assure maintenance, repair and replacement of the Common Area along with unforeseen Common Expenses, an Assessment shall be made annually by each Lot Owner.
- This Annual Assessment shall be fixed at a uniform rate of Two-Hundred Dollars (\$200.00) per Lot beginning January 1, 2004 and collected on a yearly basis.
 - The Annual Assessment shall be made in one single payment on November 1 of each fiscal year.
 - All assessment fees shall be the personal obligation of the Homeowner of each Lot at the time the assessment becomes due.
 - All Assessments shall be payable in accordance with the provisions of this Declaration, and no offsets against such Assessments shall be permitted for any reason whatsoever, including without limitation, a claim that the Association is not properly exercising its duties and powers as provided in these Documents.

- Should the Board of Trustees determine during any fiscal year that funds, either budgeted and/or available for that fiscal year, are or will become inadequate to meet all expenses of the Association for any reason, including without limitation, nonpayment of assessments by Members, it may increase the Annual Assessment.
 - Such an increase may be executed each fiscal year by not more than twenty five percent (25%) above the Annual Assessment for the previous year without a vote of the Members if escalating economic costs prevail.
 - A fiscal year increase above the twenty-five percent (25%) per year limit may only be executed by a vote of sixty-six percent (66.66%) of the "Eligible Members" who are voting in person or by proxy, at a meeting duly called for that purpose.

5.3 **Annual Assessment Period:** The period for which the Annual Assessment is to be levied shall be November 1 of each year.

- The Board of Trustees shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of the end of each Assessment Period.
 - Not later than 1 October of each year, the Board of Trustees will send an email notice to each Homeowner informing that the Annual Assessment payment shall be due within 30 days, but not later than 1 November.
- Failure to receive this notice shall not relieve the Member of liability for payment of any assessment or charge.
- The Board of Trustees shall, upon request, furnish a certificate signed by an officer affirming the Lot assessment receipt and payment.

5.4 **Special Assessments:** In addition to the Annual Assessment, the Board of Trustees may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, or for the purpose of defraying other extraordinary expenses; provided that any such assessment shall have the assent of sixty-six percent (66.66%) of the "Eligible Members" of the Association voting in person or by proxy at a meeting duly called for such purpose.

5.5 **Effect of Nonpayment:** Any Assessment, charge or installment thereof shall be deemed delinquent thirty (30) days after the due date and bear interest at the rate of twelve percent (12%) per annum (one percent per month) of the outstanding balance.

- In addition to the interest charges, there shall be a late fee of five dollars (\$5.00) per month for each month any Assessment, installment, or any portion thereof remains delinquent.
- Any monies paid by a Homeowner for an unpaid assessment shall be applied first to the unpaid principal amount and then to any accrued interest and late fee/s.
- Charges for interest, late payment/s and penalties shall be enforceable in the same manner as unpaid assessments along with Board of Trustees associated processing costs and reasonable attorneys' fees.

- 5.6 **Delinquent Assessment Lien:** The Board of Trustees may record a "Notice of Delinquent Assessment" ("Assessment Lien") or Charge against any Lot as to which an Assessment or charge is delinquent.
- The "Assessment Lien" articulates an executed lien on the Lot, and will remain a continuing lien upon such Lot until paid in full.
 - The "Assessment Lien" shall be executed by an officer of the Board of Trustees, and set forth the;
 - Amount of the unpaid assessment.
 - Name of the delinquent Homeowner.
 - Address and description of the Lot.
 - Before recording a lien against any Lot, the Board of Trustees shall make a written demand to the defaulting Homeowner by both electronic and personal means for payment of the delinquent Assessments together with interests and other allowable charges, stating the;
 - Due date due.
 - Delinquency amount, including accrued interest through that date.
 - If such delinquency is not paid within ten (10) days after delivery of such demand, the Board of Trustees may proceed with recording an "Assessment Lien" against the Lot of the defaulting Homeowner.
- 5.7 **Assessment Collection:** The Board of Trustees shall have the right, at its option, to enforce the collection of any Assessment in any manner allowed by law, including, but not limited to:
- Bringing a lawsuit against the offending Homeowner personally obligated to pay the delinquent Assessments together with interests and other allowable charges.
 - Such action may be brought without waiving any lien securing any such other violations or delinquent Assessments.
 - All costs incurred by the Board of Trustees in pursuing collection of violations, whether or not litigation is filed, including reasonable attorney's fees, lien fees, courts costs, costs of investigation, out of pocket expenses, and other collection costs, shall be both the personal obligation of the defaulting Homeowner and secured by a lien against the Lot.
 - The Board of Trustees shall not be obligated to release any lien recorded pursuant to a delinquent Homeowner until all violations, interest, late charges, lien fees and reasonable attorney's fees have been paid in full whether or not all such amounts are set forth in the "Assessment Lien".
 - No Homeowner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his/her Lot.
 - The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by them, but be resolved upon property sale during title transfer at closing.
 - The Association may bring legal action against the Homeowner personally obligated to pay the delinquent assessment and/or foreclose the lien against such Homeowner's Lot.

- 5.8 **Lien Priority:** The "Assessment Lien" provided for herein shall be subordinate to any first mortgage or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assignees, and shall also be subject and subordinate to liens for taxes and other public charges.
- Except as provided above, the "Assessment Lien" shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot.
 - Upon sale or transfer of any property, the "Assessment Lien" must be paid in full.
- 5.9 **Survival Of Liability:** The termination of membership in the Association, through property sale, shall not relieve or release any such former Member from any liability or obligations incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.
- 5.10 **Architectural Design Review:** Each Lot Owner shall be required to pay a Three-Hundred Dollar (**\$300.00**) Design Review Fee before any home plans are reviewed and approved by the Architectural Control Committee.
- This fee will be used by the Committee to pay the costs of one or more consulting architects, landscape architects, urban designers and other professionals, who need not be licensed to practice in the State of Utah, to review home plans.
 - Lot Owners are encouraged to submit preliminary schematic drawings to the Architectural Control Committee as soon as possible in order to avoid unnecessary revisions and delays in constructions.
- 5.11 **Construction Bond:** Prior to commencing construction on a Lot, an Owner shall post with the Association, through the Board of Trustees, a One-Thousand Dollar (**\$1,000.00**) construction bond to cover any damage done by Owner or their contractors, subcontracts and materialmen to streets, sidewalks, curbs, utilities lines and pipes, and/or any clean-up expenses caused by such construction activities.
- If no damage is done, and no repairs or clean-up is required from such Owners construction activities, the bond, or the remaining portion thereof shall be refunded to Owner within sixty days of construction activities completion.
- 5.12 **Property Sale:** Upon title transfer, during Title Company formal closing transactions, buyers/transferring Lot Owners shall pay a Two-Hundred Dollars (**\$200.00**) "Transfer Fee" to the Association as a "Capitalization Assessment".
- 5.13 **Lot Annexation:** Lots located along the southern border of the subdivision may be considered for annexation to the Association.
- Approval of such annexation is contingent upon Layton City zoning authorization, Declaration and Bylaws acceptance by the Lot Owner to be Annexed, along with Association approval from a simple majority vote of the

"Eligible Members" of the Association voting in person or by proxy at a meeting duly called for such purpose.

- The Annexing Lot Owner shall pay a Two-Hundred Fifty Dollar (**\$250.00**) "Capitalization Assessment" to the Association upon signing the Board of Trustees formal approved Annexation letter of acceptance to the Association.

5.14 **Utility Charges:** Each Lot shall be separately metered for utility services, such as natural gas, water and electrical service and all charges for such services shall be the sole obligation and responsibility of the Homeowner of each Lot.

- The cost of all utility services, such as water and electrical service to the Common Area shall be a common expense of the Association and shall be included in the Association budget.

6.0 LOT USE AND RESTRICTIONS

6.1 **Run with The Land:** Property's shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein.

- The provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in such properties.

6.2 **Residential Use Only:** All Lots shall be used, improved and devoted exclusively to "Single Family Residential Use".

6.3 **Non-Residential Use:** No gainful occupation, profession, trade, business or other non-residential use may be conducted on any Lot; notwithstanding to the contrary, a Homeowner or other resident of a Lot may conduct business activity upon the Lot so long as:

- The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot.
- The business activity conforms to all applicable city and county zoning ordinances or requirements for the Property.
- The business activity does not involve persons coming onto the Lot or the door-to-door solicitation of Homeowners or other residents in the Community.
- The business activity is consistent with the residential character of the Community and does not constitute a nuisance, hazard, offensive use, threaten security or safety of other residents in the Community, as may be determined from time to time in the sole discretion of the Board of Trustees.
- No advertising or directional signs may be placed upon the Lot or any portion of the Common Areas regarding a business activity.
- No on-street parking may occur relating to such a business activity.
- The terms "business" and "trade" shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether:

- Such activity is engaged in full or part time.
- Such activity is intended or does generate a profit.
- A license is required for such activity.

- 6.4 **Lot Subdivision Restriction, Property Restrictions, and Rezoning:** No Lot, nor any easement or other interest therein, shall be conveyed, transferred, further subdivided or separated into smaller Lots or parcels by any Homeowner.
- No further covenants, conditions, restrictions, or easements shall be recorded by any Homeowner or other person against any Lot.
 - Any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void.
 - No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed uses of the Lot has been pre-approved by the Board of Trustees to assure the proposed use complies with this Declaration.
- 6.5 **Leasing Restrictions:** Any lease or rental agreement must be in writing and subject to the requirements of this Declaration.
- All leases must be for the entire residence and Lot, and must have a minimum term of thirty (30) consecutive calendar days.
 - The Homeowner must notify the Board of Trustees in writing of any lease and must provide the following minimum information prior to the start of the lease period:
 - Name/s of the tenant/s.
 - Date and term of the lease.
 - Current mailing address of the Homeowner.
- 6.6 **Binding Effect:** By acceptance of a deed or by acquiring any interest in any property subject to this Declaration, each person or entity, for himself or itself, their heirs, personal representatives, successors, transferees, and assigns, binds himself and their heirs, personal representatives, successors, transferees and assigns, agree with and will comply to all the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof.
- Each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the Community and hereby evidences interest that all the restrictions, conditions, covenants, rules, and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees, and transferees thereof.
 - Each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various subsequent and future Owners, the Board of Trustees, its successors, assigns, and grantees, covenants, and agrees that the Lots and membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

- 6.7 **Rule Against Perpetuities:** Each provision contained in this Declaration which is subject to the laws or rules sometime referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints or alienation shall continue and remain in full force and effect for the period of twenty-one (21) years following the death of the last survivor of the issue of George W. Bush and the now living children of such issue, or until this Declaration is terminated as hereinafter provided, whichever first occurs.
- All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Declaration Paragraph 6.1 hereof.

7.0 RESIDENTIAL CONSTRUCTION

- 7.1 **Building Pad and Location:** No building shall be located on any Lot closer to the front Lot line than thirty (30) feet or closer to the rear Lot line than the minimum building set-back lines required by Layton City.
- No building shall be located on any Lot closer to the side Lot line or closer to the side street line than fifteen (15) feet.
 - No building shall be located on any property which is designated as "Non-Buildable Area," "Open space," or "Common Area" on the recorded Plat.
 - No building shall be located in a manner which would violate any applicable Layton City ordinance.
 - Variances may be granted by the Architectural Control Committee in its discretion if it determines they are necessary and reasonable.
- 7.2 **Building Type:** Homes of superior design are requisite.
- Designs shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as part of the approval process.
 - No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed a height of two (2) stories (not counting the basement) or thirty-five (35) feet to the apex of the roof, whichever is less.
 - Height shall be measured as the vertical distance from average finish grade surface at the building wall to the highest point (apex) of the roof.
 - Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure.
 - If Layton City Ordinances are more restrictive, then they shall govern.
 - Private garages are not permitted for less than two (2) vehicles and not more than three (3) vehicles without the prior written approval of the Architectural Control Committee.
 - Carports may not be built without the prior written permission of the Architectural Control Committee.
 - Rambler-style houses shall have a minimum of two-thousand two-hundred (2,200) finished square feet of main floor area above finished grade, not counting the basement.

- Two-story houses shall have a minimum of one-thousand eight-hundred (1,800) finished square feet of main floor area above finished grade, not counting the basement.
- Multi-level houses shall have a minimum of two-thousand two-hundred (2,200) finished square feet of main floor area above finished grade not counting the basement.
 - Only two levels may be used to determine the two-thousand two-hundred (2,200) finished square feet and not all levels.
- Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs and steps.
- Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement.
- No pre-manufactured homes shall be permitted.
- No flat roofs shall be permitted without prior written approval of the Architectural Control Committee.
- Pitched roofs shall be at least 6/12 pitch and no greater than 12/12 without the prior written consent of the Architectural Control Committee.
- A minimum of ten (10) inches shall be required on the fascia.
- All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters.
- Each residence shall have a fire sprinkler system installed which meets applicable Layton City requirements.
- All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.
- Any deviations from these requirements must be approved in writing by the Architectural Control Committee.

7.3 **Building Materials:** Only those exterior materials which will blend harmoniously with the natural environment, with *special emphasis on earth-tone colors*, shall be permitted.

- All exterior materials and colors are to be specified on building plans and submitted for approval by the Architectural Control Committee.
- All structures constructed on the Property shall be of and good quality workmanship using new materials.
- All exterior material shall be new and consist of brick, rock, stucco, wood timbers, or combination if pre-approved in writing by the Architectural Control Committee.
 - Used-brick shall be pre-approved in writing by the Architectural Control Committee.
- No wood exterior siding shall be permitted.
 - Masonite-type or Trex composite-type material in combination with brick, rock, and/or stucco may be permitted if pre-approved in writing by the Architectural Control Committee.
- No aluminum exterior siding shall be permitted.

- Aluminum soffits and fascia's are acceptable.
- 7.4 **Building Material Storage:** No building materials of any kind or character shall be placed or stored upon any Lot until the Owner thereof is ready to commence construction or improvements.
- Upon commencement, materials shall be placed within the property lines of the Lot upon which the construction or improvements are to be erected and shall not be placed in the streets or between the curb and the property line.
- 7.5 **Paving:** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks.
- Gravel areas are not permitted.
- 7.6 **Architectural Control:** No residence, or structure of any kind; including, landscaping, grading, excavation, building or Assessor's Structures; e.g., fence or wall, shall be commenced, erected, altered, or made until architectural plans and specifications, along with a topographical plan including a detailed landscaping plan showing the location of all improvements, have been approved in writing by the Architectural Control Committee.
- The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc.
 - The Architectural Control Committee shall have final approval of all color and material plans.
 - All subsequent additions changes or alterations in any building, fence, wall, or other structure, including exterior color scheme and changes in the grade on any Lot, shall be subject to the prior written approval of the Architectural Control Committee.
 - Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Architectural Control Committee.
 - Lot Owners shall provide the following to the Architectural Control Committee for review and approval;
 - Plot Plans to scale showing the entire site, building, garages, walks, drives, fences and retaining walls.
 - Detailed floor plans showing dimensions and measurements.
 - Detailed elevations, indicating all materials and showing existing and finished grades.
 - Detailed sections, cross and longitudinal.
 - Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.
 - Specification of exterior color scheme.
 - Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.
 - Prior to the commencement of construction, each Owner will be responsible

for obtaining a building permit from Layton City.

- 7.7 **Construction Deadline:** There is no time limit for beginning construction.
- Once construction begins, the time limit for the exterior portion of any structure shall not exceed eighteen (18) months, start to finish.
 - The defined "Start Time" shall be the instant any foliage is cut or removed in anticipation of the landscaping or building to be constructed.
 - All building debris, excavation, dirt and other related materials associated with the building process shall be removed within the eighteen (18) month time limit.
 - Associated debris, excavation dirt and other related materials associated with the building process shall not be permitted on any of the streets or sidewalks unless approved and permitted by the Architectural Control Committee.
- 7.8 **Exterior Antennas, Lights and Power Lines:** Exterior antennas are prohibited without the prior written approval of the Architectural Control Committee.
- Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the roof color.
 - TV dishes measuring one (1) meter or less in diameter will be allowed, provided they are placed or screened so they are not readily visible to neighboring Lots and streets.
 - The location of TV dishes must be approved by the Architectural Control Committee.
 - No short-wave or "Ham" radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Architectural Control Committee.
 - Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Architectural Control Committee.
 - It is anticipated that variances for exterior lights, detached from the dwelling and positioned above a one (1) story level (i.e. tennis court lighting) will rarely be given.
 - No lines, wires, cables or other such devices for communication or transmission of electric current or power; including, without limitation, electrical distribution lines, telephone, television, and radio signals, shall be erected, installed, placed or maintained anywhere in or upon any Lot unless contained in buried underground conduit.
- 7.9 **Construction Nuisances:** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit from any Lot, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity or to the occupants of such other properties.

- Normal construction activities and parking, in connection with the building and/or improvements on a Lot shall NOT be considered a nuisance or otherwise prohibited by this Declaration.
- Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall NOT be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Architectural Control Committee.
- Any construction equipment and building materials stored or kept on any Lot during construction and/or improvements may be kept only in areas approved by the Architectural Control Committee, which may require screening of the storage areas.

- 7.10 **Temporary Occupancy and Temporary Buildings:** No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent.
- Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

8.0. EASEMENTS

Easements for installation of and maintenance of utilities, drainage facilities, water lines and water tank access are reserved, as designated on the Plat, as a Public Utility Easement.

- No structure, landscape or other Improvement shall be placed, erected or maintained upon any easement which may damage or interfere with the installation or maintenance of utilities or which may change, obstruct or retard the direction of flow of water through designated drainage channels.
- The easement area on each Lot including all improvements shall be maintained continuously by the Homeowner, except for those improvements which a public authority or utility company is responsible.
- Homeowner are responsible for maintaining all drainage easements free of all refuse and plant growth of any kind at Owner's expense.
- Nothing shall be done on any Lot to interfere with the natural drainage of surface water to the injury of neighboring properties.

9.0. ASSESSORY STRUCTURES

All out-buildings, additional garages, patio structures, trellises, walls, fences, sunshades, gazebos, swimming pools, Spas, Fountains and Game Courts, along with associated buildings, are defined as Assesory Structures.

- All such structures shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the residence.
- Such structures shall be located on the Homeowner's lot to avoid impacting adjacent properties with light and sound.

- Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar ramp areas.
 - Such structures are prohibited.
 - All Assessorly Structures are subject to the prior written approval of the Architectural Control Committee.
- 9.1 **Swimming Pools:** Pools must be located and fenced in strict compliance with both state and local ordinances.
- Pool heaters and pumps must be screened from view and sound insulated from neighboring houses.
 - Pools and pool fence designs and material must be pre-approved in writing by the Architectural Control Committee.
- 9.2 **Fences and Walls:** Fencing and walls shall be stucco, wood, brick, masonry, stone, wrought iron or Trex composite-type material.
- Fences and walls are to be color coordinated with the approved dwelling colors.
 - Use of landscaping materials for hedges and fencing is encouraged.
 - Fences, walls, hedges and screening materials shall not exceed six (6) feet in height provided they are maintained.
 - No structures or fences shall be permitted in any areas designated by Layton City as non-buildable.
 - Fences and walls are not allowed in required front yard spaces or in the rear yard unless flow-through passages are designed and constructed to enable erosion control.
 - All fences and walls must have prior written approval of the Architectural Control Committee.
- 9.3 **Erosion Control:** No Structures shall be permitted that may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels.

10.0 LANDSCAPING

Landscaping may include a combination of lawns, shrubs, rocks or ground cover.

- Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants.
- Species, size, and placement of landscape elements shall be determined by the Homeowner.
- The only foliage to be removed from each Lot will be for clearing the driveway, excavating the foundation, lawns and patio areas and for an approved firebreak with the prior approval of the Architectural Control Committee.
- Owners shall not access, grade, remove natural foliage, rocks or other natural materials of any kind in any area of a Lot outside the designated building envelope

and construction access area without the prior written consent of the Architectural Control Committee

- Owners shall repair, replace and re-vegetate to its natural condition all-natural areas on the any Lot that may have been disturbed by construction activities.
- Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control.
 - Trees that obstruct the view from neighboring Lots must be approved by the Architectural Control Committee.
 - Trees that obstruct the view from neighboring Lots must be pruned or removed, at the discretion of the Architectural Control Committee, at the Lot Owners expense.

- 10.1 **Erosion Control:** Where any slope on any Lot is thirty percent (30%) or greater, the Homeowner shall be required to immediately revegetate said slope, and present a revegetation plan to the Architectural Control Committee for review and approval.
- No planting shall be permitted that may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels.
 - All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Community and must be approved by the Architectural Control Committee.
 - Each dwelling shall install an outdoor surrounding sprinkler system for fire protection and irrigation.
 - It is unlawful for any Homeowner to either permit or suffer irrigation or storm water discharge damage from the roof or eaves of any house, building, or other structure.
 - All Homeowners shall design and construct irrigation and storm water drainage systems routed toward the street and into the underground storm drain line/s.
- 10.2 **Landscaping Deadline:** The portion of the front yard on each Lot (from the street to the front line of the residence) shall have landscaping completed within one (1) year from the date of occupancy. The remainder of the Lot shall be landscaped within two (2) years from the date of occupancy.

11.0. PROPERTY ADDITIONS, ALTERATIONS AND MAINTENANCE

- 11.1 **Additions, Alterations and Improvements:** No addition, alteration, change or other work which in any way alters the exterior appearance (including, but without limitation, the exterior color scheme and materials of any property from its appearance on the date it was conveyed to the original Owner) may be made without prior written approval of the Architectural Control Committee.
- Any Homeowner requesting approval of the Architectural Control Committee shall submit plans and information for review.
 - All plans submitted to the Architectural Control Committee shall also be submitted by Certified Mail or personal delivery for the approval to Davis County, if required by law or ordinance.

- Notwithstanding anything to the contrary herein, the development of the property and the construction of improvements shall be subject to all applicable ordinances adopted by Davis County, Utah.
- Upon receipt of approval from the Architectural Control Committee for any addition, alteration, change or other work, the Homeowner shall proceed diligently to perform such work as soon as practicable so that it is completed within the time prescribed by the Architectural Control Committee.
- The Architectural Control Committee shall have the authority to request the removal of buildings, sheds, alterations, additions, changes or other work at the Homeowner's expense if not formally approved in writing prior to project start.

11.2 **Residential Lot Maintenance:** Each Owner shall be solely responsible for the maintenance, repair and replacement of residence; along with, front, rear and side Lot landscaping improvements located thereon (including, but not limited to, the roofs of the residence and other structures situated on the Lot).

- No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition, repair and adequately painted or otherwise finished.
- In the event any building or structure is damaged or destroyed, such building or structure shall be immediately repaired or rebuilt or shall be demolished.
- In the event any portion of any Lot is maintained such as to present a public or private nuisance, substantially detracting from the appearance or quality of the surrounding Lots or other areas of the Community and/or is being used in a manner which violates this Declaration by failing to properly comply with any of the provisions herein or architectural guidelines and standards, the Board of Trustees may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Homeowner that unless corrective action is taken within fourteen (14) days, the Board of Trustees may cause such action to be taken at Owner's cost.
 - If at the expiration of such fourteen (14) day period of time the requisite corrective action has not been taken, the Board of Trustees shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become part of the Maintenance Charge and shall be secured by the Assessment Lien.

11.3 **Common Area Maintenance:** The Association, through the Board of Trustees, shall be responsible for the maintenance, repair, and replacement of the Common Area without approval of Homeowner's as follows:

- Maintenance will include the mowing, trimming, watering and servicing of all Common Area landscape.
- Reconstruct, repair, replace, or refinish any improvement or portion thereof located on the Common Area.
 - Such actions include, replacement of injured and diseased trees or other vegetation in the Common Area.
 - Plant trees, shrubs and ground cover to the extent necessary for drainage, conservation of water and soil and for aesthetic purposes.

- Place and maintain signs as the Board of Trustees may deem appropriate for the proper identification, use and regulation thereof in accordance with this Declaration.
- The Board of Trustees shall do all such other and further acts deemed necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.
- The Board of Trustees shall be the sole judge as to the appropriate maintenance of the Common Area.
- Any cooperative action necessary or appropriate to the proper maintenance and upkeep of such Common Areas shall be taken by the Board of Trustees or by its duly delegated representative.
- In the event the need for maintenance or repair of the Common Area is caused through the willful or negligent act of any Homeowner, family member, guests or invitees, the cost of such maintenance or repairs shall imposed upon that Homeowner and/or be added to and become part of the Maintenance Charge to which such Homeowner's Lot is subject and shall be secured by the Assessment Lien.

- 11.4 **Encroachments and Overhangs:** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet.
- No walls, structures, trees, shrubs, plants, or debris shall be allowed to overhang or otherwise encroach within three (3) feet of any fire hydrant, electrical transformer, or utilities connection located on or adjacent to any Lot.

12.0 AUTOMOBILES, VEHICLES AND EQUIPMENT

- 12.1 **Parking and Storage:** *To assure Community aesthetics and residences never appears to be parking lots, no vehicles, motor homes, travel trailers, tent trailers, storage trailers, camper shells, detached campers, recreational vehicles, boats, boat trailers, buses, trucks (over three-quarter ton capacity) or tractors of any kind shall be "permanently" parked or stored in-front of any residence.*
- The foregoing notwithstanding, a Homeowner may park such vehicles or equipment on the street immediately in-front of the residence, for a period not to exceed forty-eight (48) consecutive hours, solely to perform loading and/or unloading or routine interior and/or exterior cleaning.
 - Pads used for the storage of no more than two (2) trailers, e.g., motor home, travel trailer, tent trailer, storage trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, bus, truck (over three-quarter ton capacity) or tractor of any kind shall be constructed within the building pad sides or rear yard setback requirements of any given Lot provided such space is available.
 - Sufficient side-yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of such vehicles and equipment provided such space is available.
 - The open space between lots and outside the building envelope shall remain unoccupied and unobstructed by buildings or vehicles, and/or hard surfaces such as asphalt, concrete, and paved surfaces from this time hence forth and forever.

- Parking and storage shall be approved by the Architectural Control Committee.
 - Visitor parking of licensed passenger vehicles may be parked on the street in-front of the property being visited for brief periods of time, not to exceed twenty-four (24) hours.
 - Overnight parking of such vehicles is restricted to the driveway of the resident being visited.
 - *To assure the Community never appears to be a used car lot or chop-shop for vehicles in disrepair, no inoperative automobile or vehicle shall be placed or remain on any Lot adjacent street for more than forty-eight (48) hours.*
- 12.2 **Personal Motor Vehicles:** Parking of such vehicles is restricted to garages and driveways and shall not be permanently parked or stored on the street or on the front yard setback.
- *To assure the Community never appears to be a used car lot or chop-shop for vehicles in disrepair, Homeowners may make minor repairs on personal vehicles, so long as the repairs are accomplished in less than twenty-four (24) hours. Otherwise, Vehicle, equipment type maintenance or related work of any kind shall be confined to the Homeowner's garage and not "Visible from Neighboring Property" or "Visible from The Street".*
- 12.3 **Commercial Vehicles and Equipment:** Neither commercial-type vehicles and/or trucks (over three-quarter ton capacity) shall be permanently parked or stored on the front yard setback of any Lot, within the side yard buildings setback from the street side of a corner Lot or on any Community street except while engaged in immediate business transportation operations during less than a twenty-four (24) hour period.
- Commercial equipment of any kind "must" be parked or stored within the building pad sides or rear yard setback requirements of any given Lot in an enclosed area "Screened from Street View" and "NOT Visible from Neighboring Property".
 - Commercial vehicles, trailers or equipment shall be defined as any vehicle classed by manufacturer's rating over three quarter ton capacity.
- 12.4 **Recreational Vehicles:** The use of motorcycles, snowmobiles and other motorized recreational vehicles which may produce an audible nuisance to Homeowners are not permitted on Community streets or sidewalks.
- Such recreational vehicles used on personal property may be prohibited if becoming an auditable nuisance to Homeowners.
 - Utah Code, Title 41: Motor Vehicles. Chapter 22: Off-Highway Vehicles, Section 13: Prohibits Use. "No person may operate an off-highway vehicle in connection with acts of vandalism, harassment of wildlife or domestic animals, burglaries or other crimes, or damage to the environment which includes excessive pollution of air, water, or land, abuse of the watershed, impairment of plant or animal life, or excessive mechanical noise".

- The use and operation of *Snowmobiles* are not permitted on Community streets or sidewalks.
 - Utah Code, Title 41: Motor Vehicles, Chapter 22: Off-Highway Vehicles, Section 10.4: Snowmobiles. "Snowmobiles may be operated on streets or highways which have been officially closed for the season to conventional motor vehicle traffic because snow removal is no longer provided for the season by the public authority having jurisdiction".

13.0 ANIMALS

No animals, birds, fowl, poultry, exotic animals (including, but not limited to, bobcats, mountain lions, monkeys, potbellied pigs, ostriches, snakes and other animals that are found at zoo's) or livestock/farm animals (i.e., chickens, pigs, goats, cows, horses, sheep, etc.) shall be raised, bred, or kept on any Lot.

- 13.1 **Domestic Animals:** Owners are permitted a maximum of two (2) domestic dogs, cats, and other household pets.
- Pets must be maintained in accordance with this Declaration and any additional rules and regulations imposed by the Board of Trustees.
 - Pets must not create a nuisance, either auditable or physical.
 - Pets must not be kept, bred, or maintained for any commercial purposes.
 - No Homeowner or guest shall permit domestic pet/s to defecate on another Homeowners' Lot or any part of the Common Area.
 - It is the responsibility of the pet's Owner to immediately remove any such droppings from the pet/s and discharge in appropriate receptacles.
 - No dog, cat or other pet shall be permitted to run at large, and each dog, cat or other pet shall be confined entirely to a Homeowner's Lot.
 - Dogs or other pets shall be permitted to leave an Owner's Lot so long as such pets are kept on a leash and under the direct control of the Owner.
 - No structure for the care, housing or confinement of any animal, with the exception of a property perimeter fence, shall be maintained so as to be "Visible from Street View".
 - The manner and location of all dog runs or kennels must be approved by the Architectural Control Committee.
- 13.2 **Wildlife:** The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Community.
- Such wildlife shall NOT be fed or hunted within the Community.

14.0 MISCELLANEOUS RESTRICTIONS

- 14.1 **Nuisances:** No nuisances shall be permitted to exist or operate upon any Lot so as to be detrimental, offensive or interfere with the quiet enjoyment of any Homeowner's or such occupants in the vicinity thereof.
- The Board of Trustees, in its sole discretion, shall have the right to determine the existence of any nuisance.

- 14.2 **Trash, Rubbish, Debris and Garbage:** No trash, rubbish, debris or garbage of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise therefrom so as to render any such property thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- No garbage, rubbish or trash shall be placed or kept on any Lot except in covered containers.
 - Trash containers shall be stored in an approved enclosure, or inconspicuously in the side or rear yard, except to make the same available for collection on scheduled waste collection day(s), and then only for the shortest time reasonably necessary to affect collection.
 - The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited.
- 14.3 **Bonneville Shoreline Trail (BST) Easement:** A portion of Lots 4, 6, 9, 208, 207, 206, 205, 204, 203, 202, 201, as designated on the Layton Ridges Subdivision Amended Plat and recorded with the Davis County Recorders on March 30, 2004, are subject to an eight (8) foot public easement for use of the "Bonneville Shoreline Trail" (the "Trail Easement").
- Homeowner's may not fence off or otherwise interfere with access to or use of the Trail Easement by the public.
 - Any public parking area designated for Trail Easement use may not be used by Homeowners, or their guests or invitees, unless such persons are then concurrently engaged in using the Trail Easement.
 - Any public parking area designated for Trail Easement may not be used after sunset.
 - Hikers using both the Bonneville Shoreline Trail and any public parking areas designated for Trail Easement must comply with the following rules:
 - Stay on designated trails.
 - Clean up after pets.
 - Pack-out all trash.
 - No hunting on Homeowner trail easements.
 - Hikers recklessly or intentionally creating a hazard and not complying with the above listed rules must be reported to law enforcement.
 - State law protects private landowners who open their land to the public for recreation as long as they do not charge a fee, and abstain from "willful and wanton misconduct" against trespassers such as recklessly or intentionally creating a hazard (Landowner Liability Act U.C.A. §57-14-1 et seq.)
- 14.4 **Temporary Dwelling Use:** No trailer, basement of any incomplete building, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent.
- The foregoing to the contrary notwithstanding, a travel trailer, recreational vehicle, or

motor home may be used and occupied by relatives, friends, invitees or guests, who are visiting a Homeowner, for a period not to exceed a total of fourteen (14) days in any calendar year.

- 14.5 **Diseases and Insects:** No Homeowner shall permit anything or condition to exist Upon any Lot which shall induce, breed, or harbor infectious plan diseases or noxious insects.
- 14.6 **Burning:** The burning of rubbish, leaves, or trash on any property is prohibited.
- The use of normal residential barbecues, other similar outside cooking grills or outdoor warming fireplaces and fire pits are permitted
- 14.7 **Fuel Tanks:** No fuel tanks of any kind shall be erected, placed or maintained on any property except for approved propane or similar fuel tanks permitted under applicable ordinances of Davis County, and used solely and exclusively in outdoor barbecue cooking grills, temporary outdoor heating units or other uses as approved by the Architectural Control Committee.
- 14.8 **Signs:** No signs of any kind (including, but without limitation, commercial, political, "for sale", "for rent", and similar signs) shall be erected, maintained or placed on any Lot except;
- One (1) "for sale" or "for rent" sign with a total face area up to five (5) square feet.
 - One (1) builder or developer sign with a total face area of up to sixteen (16) square feet.
 - One (1) security company identification sign with a total face area up to eighty (80) square inches.
 - Placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for a small business conducted in the home or on a Lot are prohibited.
- 14.9 **Solar Panels and Equipment:** Solar panels are to be integrated into the roof design.
- Panels and frames must be compatible with roof colors.
 - All equipment must be screened from view.
 - Prior written approval from the Architectural Control Committee is required.
- 14.10 **Drilling and Mining Exploration:** Oil and/or gas drilling, development, operations, refining or storage is prohibited.
- No mining or quarrying operations of any kind shall be permitted on any Lot.

15.0 INSURANCE

- 15.1 **Scope of Coverage:** The Association *MAY* maintain, to the extent reasonably available the following insurance coverage:

- Property insurance on the Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board of Trustees; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one-hundred (100%) percent of the current replacement cost of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from a property policy.
- Comprehensive general liability insurance, including medical payment insurance, in an amount determined by the Board of Trustees, but not less than one-million dollars (\$1,000,000).
 - Such insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of, or in connection with the use, ownership, or maintenance of the Common Area, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the owners as a group to an owner and provide coverage for any legal liability that results from lawsuits related to the employment contracts in which the Association is a party.
- Workmen's compensation insurance to the extent necessary to meet the requirements of Utah laws.
- Such other insurance as the Association shall determine, from time to time, to be appropriate to protect the Association, members of the Board of Trustees, Architectural Control Committee, or the Homeowners.
- The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:
 - That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and Members of their household.
 - No act or omission by any Owner, unless acting outside the scope of his/her authority on behalf of the Association, will void the policy or be a condition to recovery on the policy.
 - That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgages, or beneficiaries under deeds of trust.
 - A "Severability of interest" endorsement which shall preclude the insurer from denying the claim of a Homeowner because of the negligent acts of the Association or other Homeowners.
 - The Association shall be named as the insured.

15.2 **Fidelity Bonds:** The Association may maintain blanket fidelity bonds, or obtain fidelity insurance coverage, as it deems appropriate or necessary for officers, trustees, and employees of the Association and any other persons handling or responsible for funds of, or administered by the Association, whether or not they receive compensation for their services.

- The total amount of any fidelity bond, or fidelity insurance coverage, maintained by the Association shall be based upon the best business judgment of the Board of Trustees.

- 15.3 **Payment of Premiums:** The premiums for any insurance obtained by the Association pursuant to this Section shall be included in the budget of the Association and shall be paid by the Association.
- 15.4 **Payment of Insurance Proceeds:** With respect to any loss to the Common Area covered by property insurance obtained by the Association in accordance with this Section, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust.
- Subject to the provisions of this Section, the proceeds shall be disbursed for the repair or restoration of the damage to the Common Area.
- 15.5 **Insurance Obtained by Owners:** Each Homeowner shall be responsible for obtaining property insurance for that Homeowner's own benefit, and at that Homeowner's own expense, covering the Homeowner's own Lot, and all improvements and personal property located thereon.
- Each Homeowner shall also be responsible for obtaining, at the Homeowner's expense, personal liability coverage for death, bodily injury, or property damage arising out of the use, ownership, or maintenance of said Homeowner's Lot.

16.0 COMPLIANCE

- 16.1 **Enforcement:** The Association, or any Owner, shall have the right to enforce all conditions, covenants and restrictions imposed by the provisions of this Declaration through the Board of Trustees now or hereafter.
- Failure by the Association or by any Homeowner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.
- 16.2 **Interpretation of the Covenants:** Except for judicial construction, the Association, by its Board of Trustees, shall have the exclusive right to construe and interpret the provisions of this Declaration.
- In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the covenants and provisions hereof.
- 16.3 **Rules and Regulations:** In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association by its Board of Trustees shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.
- 16.4 **Interpretation Resolution:** In the event of any discrepancies, inconsistencies, or conflicts between the provisions of this Declaration and the Bylaws the provisions of the Declaration shall prevail.

- 16.5 **Violations and Nuisance:** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be prohibited, whether or not the relief sought is for negative or affirmative action by the Association or any Homeowner.
- 16.6 **Violation of Law:** Any violation of any state, county, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within the Community is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.
- 16.7 **Remedies Cumulative:** Each remedy provided herein is cumulative and exclusive.
- 16.8 **Severability:** Invalidation of any one of these covenants or restrictions by judgement or an order from a court of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

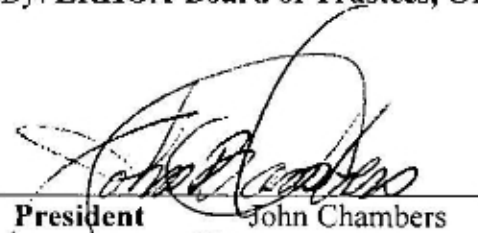
17.0 CC&R AMMEDMENTS AND TERMINATION

- 17.1 **Amendments:** This Declaration may be amended by recording in the office of the Davis County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a "Certificate of Termination".
- The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of this Declaration and Bylaws that the "Eligible Members" casting seventy-five percent (75%) of the votes affirmatively adopt the amendment.
- 17.2 **Declaration Termination:** The covenants and restrictions of this Declaration shall run with and bind the property for a term of twenty (20) years from the date amended and restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
- This Declaration may be terminated at any time by the written approval or the affirmative vote of not less than seventy-five percent (75%) of the "Eligible Members" represented through total votes cast at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten-year extension.
 - The Declaration may be terminated at any time if at least ninety-percent (90%) of the votes cast by all "Eligible Members" are cast in favor of termination at an election held for such purpose.
 - If the necessary votes are obtained, the Board of Trustees shall cause to be recorded in the office of the Davis County Recorder a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary of the Association, with their signatures acknowledged.
 - Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

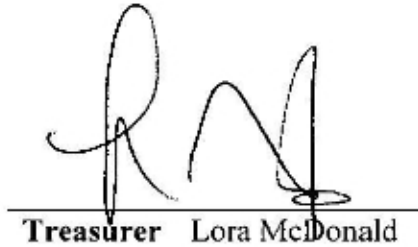
IN WITNESS THEREOF, THE UNDERSIGNED has executed and adopted this Amended and Restated DECLARATION, this first day of July, 2020.

LAYTON RIDGES HOMEOWNERS ASSOCIATION,
A Utah nonprofit corporation

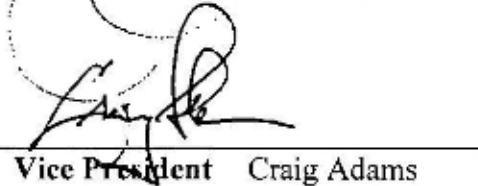
By: LRHOA-Board of Trustees, Officers:



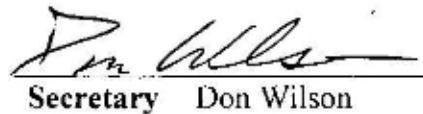
President John Chambers



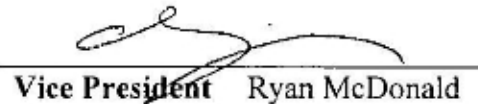
Treasurer Lora McDonald



Vice President Craig Adams



Secretary Don Wilson



Vice President Ryan McDonald

ALL-PURPOSE ACKNOWLEDGMENT

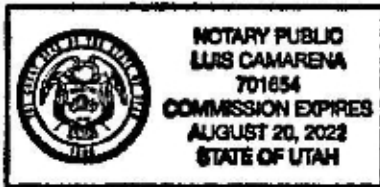
3283416
BK 7577 PG 2072

State of Utah
County of Davis

On 8/17/2020 before me, Luis Camarena
DATE NAME OF NOTARY PUBLIC

personally appeared John Chambers
NAME(S) OF SIGNER(S)

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), an that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

[Signature]
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT**

CC&R's for Layton Ridges Homeowners Association
TITLE OR TYPE OF DOCUMENT

40
NUMBER OF PAGES

July 1, 2020
DATE OF DOCUMENT


SIGNER(S) OTHER THAN NAMED ABOVE

LRHOA signatures shown below represent approval and consent to this May 2020
Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions

Lot	Homeowner	Lot	Homeowner
1	 Kyle & Jen Dunning	16	 Darryl & Pam Silberman
2	 Eric & Kelli Tait	17	 Bryan & Jenn Schiller
3	 Bruce & Julie Hibbard	18	 Michael Allred
4	 John & Paige Carver	19	 Bret Berry & Callie Burton
5	Roger Manning & Dennis Perkins	20	 Micah & Natalie Robinson
6	 Pat & Iori Hanley	21	 Robert & Melissa Wayment
7	 Val & Joyce Rollins	201	 John & Sherry Chambers
8	 Aaron & Erica Stevenson	202	 David & Sheree Davis

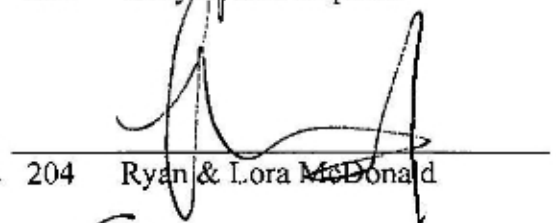
LRHOA signatures shown below represent approval and consent to this May 2020 Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions

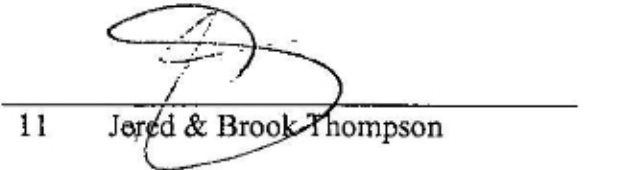
Lot	Homeowner	Lot	Homeowner
-----	-----------	-----	-----------


 9 Andre & Heather Dyson


 203 Terry & Lori Capener


 10 Brett & Sheila Baur


 204 Ryan & Lora McDonald

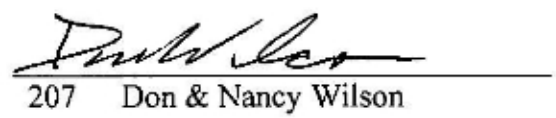

 11 Jared & Brook Thompson

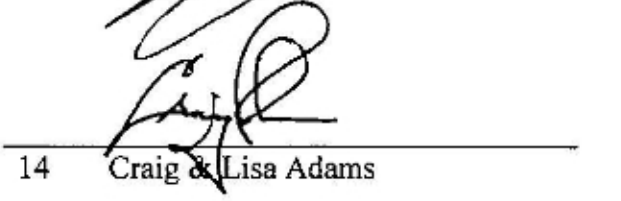

 205 Derek & Heidi Gasser

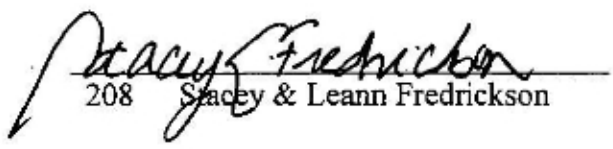

 12 Robert & Wendy Christensen

206 Bruce & Amy Thomas


 13 Jed & Jeni Poff


 207 Don & Nancy Wilson


 14 Craig & Lisa Adams


 208 Stacy & Leann Fredrickson

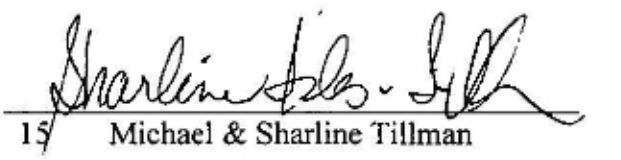

 15 Michael & Sharline Tillman

EXHIBIT "A" LAYTON RIDGES BOUNDARY DESCRIPTION0.3
10'E 1927548 33406 P 215
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 OCT 29 9:05 AM FEE 93.00 DEP LHL
REC'D FOR LAYTON CITY CORPOCTOBER 14, 2003
M & Y LAYTON LLC, ETALLAYTON RIDGES SUBDIVISION
LOT 1 THRU 31 & PARCELS A &
B
W 1/4 14N-1W
OUT OF 09-003-0006, 0007, 0033,
0034
NEW # 09-332 +
FILE #3937**Boundary Description**

Beginning at a point which is N 0°20'23"E 1,317.39 ft. along the Quarter Section Line from the South Quarter Corner of Section 1, T.4N., R.1W., S.L.B. & M. and running thence N 89°57'03"W 2,042.31 ft. to a point on the East boundary of Utah State Highway 89; thence along said East boundary of State Highway 89 in the following seven courses: (1) N15°37'41"E 26.05', (2) Northeasterly 11.58 ft. along the arc of an 18.00 ft. radius curve to the right through a central angle of 36°51'37" (chord bears N34°03'46"E 11.38 ft.), (3) Northwesterly 93.00 ft. along the arc of a 42.00 ft. radius curve to the left through a central angle of 126°52'09" (chord bears N10°56'15"W 75.13 ft.), (4) N74°22'19"W 52.85 ft., (5) N3°32'16"E 102.80 ft., (6) N0°35'24"W 493.81 ft., (7) N1°32'49"W 54.84 ft.; thence S89°33'00"E 571.08 ft.; thence N0°19'00"E 944.62 ft.; thence N89°51'11"E 404.34 ft.; thence N0°22'36"E 536.60 ft.; thence N 89°51'11" E 1,123.52 ft.; thence S0°20'23"W 958.77 ft. along said Quarter Section Line to the center of said Section 1; thence S0°20'23"W 1,297.58 ft. along said Quarter Section Line to the point of beginning.

Containing 83.9095 Acres

ADSS
TX

E 1973817 & 3507 P 962
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAR 30 12:55 PM FEE 38.00 DEP LHL
REC'D FOR LAYTON CITY CORP

MARCH 9, 2004
M & Y LAYTON LLC

LAYTON RIDGES SUBDIVISION
AMENDED
LOTS 201 THRU 208
LOTS 22 THRU 31 OF LAYTON
RIDGES SUBDIVISION
OUT OF 09-332-0022 THRU 0031
NEW #09-334+
FILE #4001

Boundary Description

Containing all of the former Lots 22 through 31 of Layton Ridges Subdivision in Layton City, Davis County, Utah, being also described as follows:

Beginning at the Northeast corner of said former Lot 22 which point is $S0^{\circ}20'23"W$ 1,656.19 ft. along the Quarter Section line from the North Quarter corner of Section 1, T.4N., R.1W., S.L.B. & M. and running thence along the boundary of said former Lot 22 in the following three courses: (1) $S0^{\circ}20'23"W$ 529.65 ft. along said Quarter Section line, (2) West 587.48 ft., (3) $S60^{\circ}00'00"W$ 45.84 ft.; thence along the westerly boundary of Layton Ridge Drive (a 50 ft. wide right-of-way) in the following eight courses: (1) Northwest 193.00 ft. along the arc of a 50.00 ft. radius curve to the left through a central angle of $221^{\circ}09'25"$ (chord bears $N82^{\circ}52'55"W$ 93.62 ft.), (2) Southwest 36.14 ft. along the arc of a 50.00 ft. radius curve to the right through a central angle of $41^{\circ}24'35"$ (chord bears $S7^{\circ}14'40"W$ 35.36 ft.), (3) $S27^{\circ}56'57"W$ 113.91 ft., (4) Southwest 423.89 ft. along the arc of a 675.00 ft. radius curve to the left through a central angle of $35^{\circ}58'50"$ (chord bears $S9^{\circ}57'32"W$ 416.95 ft.), (5) Southwest 363.23 ft. along the arc of a 325.00 ft. radius curve to the right through a central angle of $64^{\circ}02'05"$ (chord bears $S23^{\circ}59'09"W$ 344.62 ft.), (6) Southwest 276.53 ft. along the arc of a 470.00 ft. radius curve to the left through a central angle of $33^{\circ}42'36"$ (chord bears $S39^{\circ}08'54"W$ 272.55 ft.), (7) Southwest 252.95 ft. along the arc of a 375.00 ft. radius curve to the right through a central angle of $38^{\circ}38'50"$ (chord bears $S41^{\circ}37'01"W$ 248.18 ft.), (8) Southeast 51.26 ft. along the arc of a 270.00 ft. radius curve to the left through a central angle of $10^{\circ}52'36"$ (chord bears $S55^{\circ}30'08"W$ 51.18 ft.), thence $N23^{\circ}36'18"W$ 380.09 ft. along the Southwest boundary of said former Lot 31; thence along the boundary of said Layton Ridges Subdivision in the following four courses: (1) $N0^{\circ}19'00"E$ 944.62 ft., (2) $N89^{\circ}51'11"E$ 404.34 ft., (3) $N0^{\circ}22'36"E$ 536.80 ft., (4) $N89^{\circ}51'11"E$ 1,123.52 ft.

Containing 30.2514 Acres

Official records of Layton Ridges Lots 1 through 29 Maps and Plats are available upon request through the Davis County, Utah Records Office.

ATTACHMENT "A" LAYTON RIDGES SUBDIVISION-PARCELS

Parcel/Serial Number	Lot Number
093320041	Lot 1
093320042	Lot 2
093320040	Lot 3
093320004	Lot 4
093320005	Lot 5
093320038	Lot 6
093320034	Lot 7
093320008	Lot 8
093320009	Lot 9
093320010	Lot 10
093320011	Lot 11
093320012	Lot 12
093320013	Lot 13
093320014	Lot 14
093320043	Lot 15
093320046	Lot 16
093320017	Lot 17
093320018	Lot 18
093320019	Lot 19
093320020	Lot 20
093320021	Lot 21
093340201	Lot 201
093340202	Lot 202
093340203	Lot 203
093340204	Lot 204
093340205	Lot 205
093340206	Lot 206
093340207	Lot 207
093340208	Lot 208

ATTACHMENT "B"
BYLAWS FOR LAYTON RIDGES HOMEOWNERS ASSOCIATION

WHEN RECORDED, PLEASE MAIL TO:

Layton Ridges Homeowners Association
3325 N. Layton Ridge Dr.
Layton, UT 84040

BYLAWS

FOR

THE LAYTON RIDGES HOMEOWNERS ASSOCIATION

Adopted on July 1, 2020

Layton Ridges Homeowners Association
3325 N. Layton Ridge
Layton, Utah 84040

BYLAWS FOR
THE LAYTON RIDGES HOMEOWNERS ASSOCIATION

THESE BYLAWS are made on this first day of July 2020, by Layton Ridges Homeowners Association, a Utah nonprofit corporation.

WITNESSETH:

WHEREAS, LAYTON RIDGES HOMEOWNERS ASSOCIATION ("the Association") is a Utah nonprofit corporation organized under the Revised Nonprofit Act, Utah Code section 16-6a-101 *et seq.* (as amended from time to time, the "Act") recorded in the official records of The State of Utah Department of Commerce, Division of Corporations and Commercial Code; and

WHEREAS, LAYTON RIDGES SUBDIVISION is comprised of twenty-nine (29) individual home sites (the "Property"), located in Layton City, Davis County, Utah, and more accurately described in Exhibit A of the Declaration; and

WHEREAS, THE LAYTON RIDGES HOMEOWNERS ASSOCIATION originally recorded a Declaration of Protective Covenants, Conditions and Restrictions (CC&R's) for The Layton Ridges Subdivision on October 29, 2003, recording number E 1927549 B 3406 P 216, with the Davis County Recorder, is subsequently amending and restating the original declaration in its entirety as set forth herein with this Third Amendment including Bylaws. The Davis County recording Number and Date shown on this Declaration cover page legally commits these newly released "Original Declaration and Bylaws"; and

WHEREAS, the Association desires to impose certain covenants, administrative conditions and restrictions and bylaws upon the Community in order to establish a common theme and set of conditions and restrictions for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Community and for the purpose of enhancing and protecting value, desirability and quality of life within the Association and said Community as set forth herein;

NOW THEREFORE, the Association hereby declares that the combined Community Properties shall be held, developed, sold and conveyed subject to the easements, restrictions, covenants, and conditions contained in this "Original Declaration and Bylaws", and run with the Properties as well as, be binding on all parties having any right, title, or interest in said Properties, or any part thereof, including, their heirs, successors and assigns, and shall inure the benefit of each Owner thereof. As approved by the Owners of not less than seventy-five percent (75%) of the "Eligible Members" recorded against the real properties described in Exhibit "A" and Attachment "A" of the CC&R's. (Also see pages 22-23)

THE ASSOCIATION HEREBY DECLARES THAT THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAYTON RIDGES HOMEOWNERS RESTATES THE ORIGINAL DECLARATION IN ITS ENTIRETY, INCORPORATES ALL AMENDMENTS APPROVED AND PASSED TO DATE BY THE MEMBERSHIP AND ADDS BYLAWS.

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1.0 BYLAWS AND DECLARATION CONTINUITY

These Bylaws are adopted by the 29 Homeowners in the Layton Ridges Community.

- 1.1 **Bylaws Applicability:** All present and future owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted in the Layton Ridges Community shall be subject to and abide by these Bylaws the provisions of the Declaration Of Protective Covenants, Conditions And Restrictions (CC&R's) or any amendments thereto.
- 1.2 **Amendment to Bylaws:** These Bylaws may be modified or amended by the affirmative vote of not less than seventy-five percent (75%) of the "Eligible Members" of the Homeowners Association provided all votes are obtained within a thirty-day period.
- 1.3 **Conflict Deconfliction:** In the event of any conflict, incongruity, inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, the Declaration shall in all instances govern and control unless expressly overridden herein.
- 1.4 **Fiscal Year:** The Layton Ridges Homeowner's Association fiscal year shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year.
 - The fiscal year herein established shall be subject to change by the Board of Trustees should it be deemed advisable or in the best interests of the Homeowner's.
- 1.5 **Definitions:** The words defined in Section 1.0 of the Declaration for the Layton Ridges Homeowner's Association shall have the same meaning when used herein unless the context clearly requires another meaning.

2.0 HOMEOWNER'S ASSOCIATION MEETING OPERATION

- 2.1 **Association Composition:** The Layton Ridges Association is a compilation of 29 Owners of Lots in the Layton Ridges Community.
 - Reference: Declaration Paragraph 2.2.
- 2.2 **Voting Rights:** The Association shall have only one (1) class of voting membership.
 - Each "Eligible Member" shall be entitled to one (1) vote for each Lot owned.
 - Reference: Declaration Paragraph 4.3.
- 2.3 **Meeting Location:** Association meetings shall be held at various suitable locations or community residences determined by the Board of Trustees and stated in an email meeting notice.
- 2.4 **Meeting Notification:** Any notice permitted or required to be delivered by the Board of Trustees or from the Association to the Homeowners may be delivered either by electronic means, U.S. mail or personally.
 - **Electronic Means:** Any notice delivered under the provisions of the Declaration or

these Bylaws may be sent by electronic means, including email or text message.

- o Social Media, including Facebook, will never be used for Association business.
- o The Association will maintain a current list of Homeowner electronic addresses and mobile numbers.

- **US Mail:** United States mail shall be postage prepaid, addressed to each Homeowner at the Layton Ridges Property address of record.
- **Personal Means:** Hand delivery to Homeowners shall be accomplished by a responsible member of the Board of Trustees personally and face-to-face with that Homeowner.

2.5 **Meeting Conduct:** The President, or in his/her absence the Vice-President, shall preside over all meetings of the Association.

- The Secretary shall keep minutes of the meeting; as well as, record all transactions occurring thereat.

2.6 **Annual Meeting:** The annual meeting of the Homeowners Association shall be held on a date determined by the Board of Trustees and stated in an email meeting notice at least ten (10) but not more than thirty (30) days before the meeting date.

- Follow-up text notifications shall be provided five (5) days before the meeting date.
- Such notice shall be given to each Homeowner stating the time, place, and general purpose of the meeting.
- The email notice shall contain a proxy form or ballot, as required, whereby a Homeowner may either vote in person or by proxy.

2.7 **Special Meetings:** Special meetings of the Homeowners may be called by the Board of Trustees or by a cumulative group of at least twenty-five percent (25%) the "Eligible Members".

- Such a meeting shall be held on a date determined by the Board of Trustees with stating time, place, and general purpose of the meeting stated in an email meeting notice at least ten (10) but not more than thirty (30) days before the meeting date.
- Follow-up text notifications shall be provided five (5) days before the meeting date.
- The email notice shall contain a proxy form or ballot, as required, whereby a Homeowner may either vote in person or by proxy.

2.8 **Proxies:** Votes appertaining to any Lot may be cast pursuant to a proxy, duly executed by a Homeowner, either by the Owner or on behalf of the Owner through a recognized legal representative.

- Each proxy must be filed with the Board of Trustees before any related meeting.
- Any proxy shall be void if not dated or signed by the appropriate Homeowner.
- Unless expressly stated otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held for such purpose or immediately after the date of that proxy.

- No such proxy shall be revocable except by actual written notice by the Homeowner or recognized legal representative to the Board of Trustees member presiding over the meeting.
 - In cases where the Homeowner is more than one person, no more than one vote may be cast with respect to any Lot.
 - Reference: Declaration Paragraph 4.6.
- 2.9 **Association Meeting Quorum:** The presence of a simple majority of the “Eligible Member” either in person or by proxy entitled to cast a majority of all the undivided ownership interest in the Layton Ridges Community shall constitute a quorum for the transaction of business at any Homeowners Association meeting.
- Notwithstanding the foregoing provisions of this paragraph, in any case where the Declaration requires the affirmative vote of a specified percentage of Homeowners either in person or by proxy, such percentage shall be necessary to constitute a quorum at any such meeting.
- 2.10 **Multiple Ownership:** If any Homeowners casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes, that authority and consent was agreed between all the Homeowners of that same Lot.
- In no event shall more than one vote be cast with respect to any Lot.
 - The vote for such Lot shall be cast as a unit and fractional votes shall not be allowed.
 - In the event Joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, then they shall lose their right to cast a vote on the matter in question.
 - In the event more than one vote is cast for a particular Lot, then none of the said votes shall be counted and all said votes shall be deemed void.
 - Reference: Declaration Paragraph 4.4.
- 2.11 **Order of Business:** The order of business at all meetings of the Homeowner’s Association shall be as follows:
- a) Roll Call - to determine quorum status.
 - b) Meeting Agenda - per meeting notice.
 - c) Preceding Meeting Minutes - reading.
 - d) Treasurer’s Report
 - e) Board or Trustees Officer’s Reports.
 - f) Appointment - election inspectors (when applicable).
 - g) Election - Board of Trustee (when applicable).
 - h) Unfinished business.
 - i) New Business.
 - j) Adjournment.

3.0. BOARD OF TRUSTEES: COMPOSITION AND OPERATION

- 3.1 **Composition and Qualifications:** The Board of Trustees shall be composed of four (4) officers, who are “Eligible Members” of the Association.
- Reference: Declaration Paragraph 2.3.

- Each member shall be elected for a minimum two (2) year term through a simple majority vote of the "Eligible Members" of the Association either in person or by proxy during the annual meeting.
 - Each member shall serve on the Board of Trustees until successors are duly qualified and elected.
 - Board of Trustees Membership:
 - President
 - Vice President/s
 - Treasurer
 - Secretary
 - Committees (as required)
 - Management Firm (as required)
- 3.2 **Compensation:** Officers and agents and employees shall receive no compensation for their services on the Board of Trustees.
- Appointment of any officer, agent or employee shall not, of itself, create contractual rights of compensation for services performed.
- 3.3 **General Authority:** Layton Ridges Homeowner Association shall be managed, operated, and maintained by the Board of Trustees on behalf of the Homeowners as described in Declaration Paragraph 2.3.
- The Board of Trustees constitutes a legal entity capable of dealing in its Board name.
 - The Board of Trustees shall and is hereby granted the powers and authority's delineated in the subparagraphs below.
 - The Authority, without vote or consent of Homeowners, Mortgages, Insurers, guarantors of Mortgages, or any other person/s, to grant or create, on such terms as deemed advisable, reasonable permits, licenses and easements over, under, across and through the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Community.
 - The Authority to execute and record, on behalf of all the Homeowners, any amendments to the Recorded Survey Map which has been approved by not less than seventy-five percent (75%) of the Homeowners recorded against the real property described in Declaration Exhibit "A".
 - The power to take legal action against Homeowners non-compliant with the provisions of the Declaration and these Bylaws.
 - The Board has the authority and power, so long as written subject matter is defined and provided by notification to all Homeowners;
 - To enter into contracts pertaining to the Common Area.
 - To exercise Assessments, Fees and Charges as defined in Declaration Section 5.0.
 - To promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid in carrying out its functions or to ensure the Community is maintained and used in a manner consistent with the interests of the Homeowners.
 - The power and authority to perform any other acts and to enter into any other

transactions which may be reasonably necessary to perform its functions on behalf of the Homeowners.

- Any Instrument executed by the Board that recites facts which, if true would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

3.4 **Conduct of Board Meetings:** The President, or Vice-President in his/her absence, shall preside over all meetings of the Board of Trustees and the Secretary shall record the minutes to assure all resolutions adopted; along with, all transactions and proceedings occurring at such meetings, subject to the following:

- **Open Meetings:** A portion of each meeting of the Board of Trustees shall be open to all members of the Homeowner's; however, only members of the Board of Trustees may participate in any discussion or deliberation unless expressly authorized by a majority of the Board quorum.
 - Board of Trustees meetings prohibit photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.
- **Excutive Session:** The Board of Trustees may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature.
 - The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

3.5 **Board Meetings:** Regular meetings of the Board of Trustees shall be held from time to time and at such place and time as shall be determined by a majority of the members of the Board, but no less often than a monthly frequency.

- Such meetings can either be by telecom or in-person as determined by the President.
- A Board of Trustees meeting shall be held within thirty (30) days of each Annual Homeowners' Association meeting.
- Meeting notifications will be by electronic means one week prior to the scheduled meeting and at a location determined by the President.
- A quorum for the transaction of business at any Board of Trustees meeting shall consist of a simple majority of all the members then in office.

3.6 **Special Board Meetings:** Special Board meetings shall be held whenever called by the President or by any two members of the Board.

- Such meetings can either be by telecom or in-person as determined by the President.
- Reasonable effort shall be made by electronic means to notify each Board member at least one week prior to the scheduled meeting at a location determined by the requesting Officers.
- A quorum for the transaction of business at any Board of Trustees meeting shall consist of a simple majority of all the members then in office.

- 3.7 **Board Meeting Waiver Notice:** Before or during any meeting of the Board of Trustees, any member may notify the President, by either phone or text, of schedule conflicts or other non-attendance related issues.
- 3.8 **Board Meeting Quorum:** At all meetings of the Board of Trustees, a simple majority of the members shall constitute a quorum for the transaction of business.
- The acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the full Board of Trustees.
 - If at any meeting of the Board of Trustees, there is less than a quorum present, the majority of those present may adjourn the meeting and reschedule to a time more suitable to all.
 - In the case of continued scheduling conflicts between Board members, telecom meetings shall be considered.
 - At any such rescheduled meeting, any business which might have been transacted during the originally scheduled meeting may be transacted without further notice.
- 3.9 **Reports:** The Board of Trustees shall present at each annual meeting, and when called by vote of the Homeowner's Association at any Annual or Special Meeting, the full and clear statement of business and condition of the Association.
- All reports will be provided to all Homeowners after such meetings by electronic means.
- 3.10 **Accounting Audit:** The Board of Trustees shall maintain a full set of accounting ledgers and records showing the financial condition of the Association.
- Ledgers and records must be consistent with generally accepted accounting principles.
 - Audits of ledgers and records shall be audited annually, and provided to the Homeowner's at the annual Homeowner's Association Meeting by the Association Treasurer.

4.0 NOMINATION, ELECTION AND REMOVAL OF OFFICERS

The process for the nomination, election and removal of the Board of Trustees President shall proceed as set forth herein.

- 4.1 **Election of Officers:** The President of the Board of Trustees shall be elected by the "Eligible Members" of the Homeowner's Association during the Annual Meeting or Special Meeting, held for such purpose.
- The Vice-president/s, Secretary and Treasurer shall be appointed by the President, once in office, for a two (2) year term, as defined in Declaration Paragraph 2.3, and renewed by a "Simple Majority" vote of the Board of Trustees contingent upon that officer's desire to serve.
- 4.2 **Nominations Process:** Nominations for election to the Board of Trustees President shall be solicited by the Board of Trustees.
- The Board will search for qualified "Eligible Members" within the Community as candidates for election to the President position.

- The Board of Trustees shall define as many nominees as reasonably appropriate in its discretion to fill the position.
- The Board of Trustees may notify Homeowners that it is seeking qualified candidates, and interview candidates interested in serving to determine if the candidate has the proper demeanor, experience, ability and character to serve the interests of the Homeowner's Association prior to providing candidacy to the Homeowner's Association Community.
- Names of candidates recommended by the Board of Trustees shall be included in the notice of the Annual Homeowner's Association Meeting and shall be included on proxy and absentee ballots sent to each Homeowner.
- Write-in candidates are permitted.
- Nominations may also be received from members of the Homeowner's Association from the floor during the Annual Homeowner's Association Meeting or any Special Meeting scheduled for such purpose.
- Candidates ultimately nominated shall have the opportunity to communicate their qualifications along with proposed Board of Trustees officer candidates directly to the Homeowner's during the Annual Homeowners Association Meeting; as well as, solicit votes.

4.3 **Nomination Approval Process:** "Eligible Members" nominated as candidates prior to or during the Homeowner's Association election meeting should have first granted their approval and affirmatively stated that he/she is willing to serve as the Board of Trustees President for a two (2) year term, as defined in Declaration Paragraph 2.3, with possible renewed service by a "Simple Majority" vote of the "Eligible Members" contingent upon his/her desire to continue.

4.4 **Election Process:** During the Annual Homeowner's Association Meeting or any Special Meeting scheduled for such purpose, the Board of Trustees shall prepare and distribute a ballot to each Homeowner.

- Homeowners who do not attend the meeting may vote by proxy ballot as defined in Bylaws Paragraph 2.7.
- Each Lot is entitled to vote as provided in Declaration Section 4.0.
- Voting need not be conducted by secret ballot.

4.5 **Vacancies:** Vacancies in the Board of Trustees caused by any reason other than removal of a member shall be filled by a vote of the majority of the remaining members of the Board at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum.

- Each person so elected shall be a member for the remainder of the term of the member so replaced.

4.6 **Removal of Officers:** A member may be removed with or without cause.

- Board of Trustees appointed officers may be removed and a successor assigned by a simple majority vote of the remaining members of the Board during a Special Meeting of the Board of Trustees held for that purpose promptly after the occurrence

of any such action.

- The Homeowner's Association President may be removed and a successor elected by a simple majority vote of the "Eligible Members" of the Association during the Annual Meeting or Special Meeting of the Homeowner's Association held for that purpose promptly after the occurrence of any such action.
- Any member whose removal has been proposed by the Homeowners shall be given at least thirty (30) days' notice of the scheduled meeting, the purpose thereof and an opportunity to be heard during the meeting.
- Any Board of Trustees Member who misses twenty-five percent (25%) or more of the Board meetings, either by telecom or in-person, in any twelve-month period or who misses three (3) consecutive meetings in any calendar year, may be automatically removed from the Board of Trustees and replaced by the remaining Board members.

5.0 OFFICER RESPONSIBILITIES

- 5.1 **Designation:** The principal officers of the Board of Trustees shall be the President, Vice-president/s, Treasurer and Secretary.
- 5.2 **President Responsibilities:** The President shall be the Chief Executive Officer of the Association.
- He/she shall preside over Homeowner Association and Board of Trustees meetings unless a designee is assigned.
 - The President shall have all the general powers and duties typically vested in such office of a corporation, including but not limited to the power to appoint Board of Trustee Members from among the "Eligible Members" of the Association to assist in the conduct and affairs of the Association.
 - The President shall, subject to oversight and control of the Board of Trustees, have general supervision, direction and control of the business of the Homeowner's Association.
 - The President shall be, ex-officio, a member of all standing Association Boards.
 - The President shall have other powers and responsibilities as may be defined by the Board of Trustees, the Declaration, these Bylaws or the Articles of Incorporation of the Association.
- 5.3 **Vice President Responsibilities:** The Vice President shall assume the role of President and perform his/her duties whenever the President is absent, disabled, refuses or is unable to act.
- If neither the President nor the Vice President is able to act, the Board of Trustees shall appoint some other member of the Board to do so on an interim basis.
 - The Vice President shall also perform such other duties as shall, from time to time, be imposed by the Board of Trustees, the Declaration or these Bylaws.
- 5.4 **Treasurer Responsibilities:** The Treasurer shall have responsibility for the Homeowner's Association funds and securities.
- Upon request of the Board of Trustees, the Treasurer shall provide the following services with a bond, in the amount specified by the Board, conditioned upon the

faithful performances of duties.

- Keep or causing to be kept full and accurate accounts, tax records and business transactions of the Homeowner's Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association.
- Be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Layton Ridges Homeowner's Association in such depositories as may, from time to time, be designated by the Board of Trustees.
- See that the financial books of the Association are audited annually.
- Render to the President and Board of Trustees, upon request, an account of all transactions and financial condition of the Association.
- Co-sign all promissory notes on behalf of the Association as may be ordered by the Board of Trustees.
- Have such other powers and perform such other duties as may be defined by the Board of Trustees or by these Bylaws.

5.5 **Secretary Responsibilities:** The Secretary shall record minutes of all Board of Trustee Meetings and the Homeowner's Association.

- Meeting minutes shall be held at the principal office or home of the Association or at such other place as the Board of Trustees may order.
- The Secretary shall maintain a record book listing of Homeowner's names, addresses, mobile phone numbers and email addresses.
- The Secretary shall keep the seal of the Association in safe custody and shall have charge of record books and papers as the Board of Trustees may direct.
 - Such record books shall be made available for inspection by the Secretary to Homeowners at reasonable times during normal business hours unless otherwise agreed to.
- The Secretary shall, in general, perform all the duties incident to the office of Secretary.
- The Secretary shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Trustees required by these Bylaws.
- The Secretary shall perform such other duties as may be prescribed by the Board Of Trustees.

5.6 **Additional Board of Trustee Members:** The Board of Trustees may assign duties or assignments to any member of the Board, whether or not such member is an officer.

6.0 CC&R VIOLATIONS

6.1 **HOA Legal Authority:** HOAs are corporations with the legal authority of such an entity to enforce Declaration of Protective Covenants, Conditions and Restrictions (CC&R's), Bylaws and other related contracts with homeowners.

6.2 **Homeowner's Association Purpose:** Homebuyers enter into HOA contract agreements with the sense they will gain the added security of a stable or increasing property value based on a well-defined Declaration of Protective Covenants, Conditions and Restrictions and Bylaws that protects, preserves, and enhances Community property

values under a common theme.

- Reference: Declaration Paragraph 2.1.

6.3 **Violation of Law:** Any violation of any state, county, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any property within the Community is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth by the Community Association Act, Utah Code Annotated, section 57-8a-208, and the Provisions of any Rules and Regulations adopted by the Homeowner's Association herein.

- Reference: Declaration Paragraph 16.6.

6.4 **Violations and Nuisance:** Every act or omission whereby any provision of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be prohibited, whether or not the relief sought is for negative or affirmative action by the Association or any Homeowner.

- Such actions may simply require homeowners to reverse a violation.
- Law enforcement has full authority to enforce HOA rules since CC&R's and Bylaws comply with State and local laws and ordinances.
- Unresolved penalties that violate the Declaration may require the Board of Trustee to file a lawsuit against the Homeowner for a money judgment.
- Reference: Declaration Paragraph 16.5.

7.0 CC&R VIOLATIONS ENFORCEMENT

7.1 **Rights of Enforcement:** The Association, through the Board of Trustees, as the agent and representative of the Members, shall have the right to enforce the covenants set forth in this Declaration.

- The Board of Trustees shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
- If the Board of Trustees prevails in any proceeding at law or in equity to enforce the provisions of this Declaration; including, a lien granted to it under the terms of this Declaration or to collect an Assessments or other amounts due from a Homeowner or to enforce compliance with or recover damages for any violation or noncompliance, the Association shall be entitled to recover from the other party its costs and reasonable attorneys' fees incurred in any such action.
- Failure by the Board of Trustees to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- Reference: Declaration Paragraph 3.1.

7.2 **Violation Resolutions:** The Layton Ridges Homeowners Community is an upscale community of medical and business professionals committed to enhancing and protecting property values, sustaining Association desirability and improving the quality of life for the resident twenty-nine (29) families.

- Declaration violations shall be resolved through the following process sequence;
 1. Neighbor-to-Neighbor Communications.

2. ~~Board of Trustees Hearing~~

3. ~~Written Warning~~

4. ~~Assessment Lien~~

7.3 **Association-Watch:** The Board of Trustees or any Association Homeowner, shall have the right to enforce all conditions, covenants and restrictions imposed by the provisions of the Declaration by "Neighbor-to-Neighbor Communications" followed by a "Board of Trustees Hearing" (as required).

- **"Neighbor-to-Neighbor Communications"** shall be accomplished between the Board of Trustees or a concerned Watchful Homeowner and an offending Homeowner in a nonconfrontational manner by presenting proof of the Declaration violation and amiably requesting resolution.
- **"Board of Trustees Hearing"** shall be accomplished between the Board of Trustees and the offending Homeowner with attendance from a simple majority of concurring "Eligible Members" of the Association, including the Watchful Homeowner that found the violation.
 - If such Hearing is requested, after finding "Neighbor-to-Neighbor Communications" fails to produce results, the Board of Trustees, or in the case of a concerned Watchful Homeowner, will be required to gather a simple majority of concurring "Eligible Members" of the Association, including themselves, before bringing the case forward.
 - Once the "Eligible Members" of the Association agree:
 - The **Watchful Homeowner** shall formally email a "Board of Trustees Hearing" request to the Board of Trustees President.
 - The **Board of Trustees** will proceed to the next offending Homeowner invitation stage.
- Within 48 hours after either receiving the request from the Watchful Homeowner or recognizing the need by the Board of Trustees for a "Board of Trustees Hearing", the Board President shall deliver a meeting invitation to the offending Homeowner by both electronic and personal means with the following details provided:
 - The date and time the invitation is being delivered.
 - The date and time by which the violation must be cured.
 - Violation description.
 - The rule or provision of the Declaration the Homeowner violated.
- The intent of the hearing is to listen to the offending Homeowner's explanation relative to provisions of the Declaration and rule on an amiable resolution.
- The Board may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.
- Failure by the Association or by any Homeowner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.
- Reference: Declaration Paragraph 16.1.

7.4 **Written Warning:** A "Written Warning" shall be served to the offending Homeowner once the "Neighbor-to-Neighbor Communication" and "Board of Trustees Hearing" fail to produce a resolution.

- The "Written Warning" must be authorized by a simple majority vote of the Board

- of Trustees and before recording a lien against the offending Homeowner's Lot.
- The "Written Warning" shall be delivered to the Homeowner by both electronic and personal means and articulate the violation as follows:
 - Define the date and time the Written Warning is being served.
 - Define the date and time by which the violation must be cured.
 - Describe the violation.
 - State the rule or provision of the Declaration the Homeowner violated.
- 7.5 **Time to Cure:** Violation must be cured within forty-eight (48) hours after delivery of the "Written Warning" unless such time period is extended by the Board of Trustees for good cause, based on their discretion.
- 7.6 **Repeat or Continuous Violations:** If a violation is temporarily cured or stopped, but the same violation is repeated by the same Homeowner or their tenant within one (1) year from the date the original "Written Warning" was served, the Board of Trustees shall not be required to serve another "Written Warning" upon the Homeowner or tenant, but may rely upon the notice provided in the first "Written Warning".
- 7.7 **Violation Assessment Lien:** If "Neighbor-to-Neighbor Communication", "Board of Trustees Hearing" and a "Written Warning" fail to resolve a violation, the Board of Trustees may record a "Assessment Lien" or Charge against the violating Homeowner's Lot.
- "Assessment Lien" charges will be itemized based on the Association's cost to cure such Declaration violation including associated legal fees and all other related charges.
 - The "Assessment Lien" shall be executed by an officer of the Board of Trustees, and set forth:
 - The name of the violating Homeowner.
 - Lot address and description.
 - The amount to be charged for resolution of the violation.
 - State the rule or provision of the Declaration the Homeowner violated.
 - CC&R Enforcement process completed to date.
 - The "Assessment Lien" articulates an executed lien on the Lot, and will remain a continuing lien upon such Lot until paid in full.
 - The Board of Trustees shall have the right, at its option, to enforce the collection of any Declaration violation in any manner allowed by law, including, but not limited to:
 - Bringing a lawsuit against the offending Homeowner personally obligated to pay violation charges.
 - Such action may be brought without waiving any lien securing any such other violations or delinquent Assessments.
 - All costs incurred by the Board of Trustees in pursuing collection of violations, whether or not litigation is filed, including reasonable attorney's fees, lien fees, courts costs, costs of investigation, out of pocket expenses, and other collection costs, shall be both the personal obligation of the offending Homeowner and secured by a lien against the Lot.

- The Board of Trustees shall not be obligated to release any lien recorded pursuant to an offending Homeowner until all violations, interest, late charges, lien fees and reasonable attorney's fees have been paid in full whether or not all such amounts are set forth in the "Assessment Lien".
- The personal obligation for violation assessments shall not pass to successors in title, unless expressly assumed by them, but be resolved upon property sale during title transfer at closing.
- The Association may bring legal action against the Homeowner personally obligated to pay the violation assessment and/or foreclose the lien against such Homeowner's Lot.

7.8 **Lien Priority:** The "Assessment Lien" provided for herein shall be subordinate to any first mortgage or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assignees, and shall also be subject and subordinate to liens for taxes and other public charges.

- Except as provided above, the "Assessment Lien" shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot.
- Upon sale or transfer of any property, the "Assessment Lien" must be paid in full.
- Reference: Declaration Paragraph 5.8.

7.9 **Survival Of Liability:** The termination of membership in the Association, through property sale, shall not relieve or release any such former Member from any liability or obligations incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

- Reference: Declaration Paragraph 5.9.

7.10 **Renters & Guests:** In cases where a Layton Ridges property is not occupied by the Homeowner and a violation of the Declaration Provisions and Rules is committed by a tenant residing in the residence, the Homeowner and tenant shall be jointly liable for the failure of the tenant to cure a violation.

- Renters, tenants and guests of Homeowners who temporarily or permanently reside at a Layton Ridges property are subject to the Declaration Provisions and Rules adopted by the Homeowner's Association.
- For purposes of a lease between the Homeowner and the tenant, both the Declaration Provisions and Rules shall be incorporated, by reference, into the terms of the lease.
- Homeowners are ultimately responsible for the activities of renters, tenants and guests who reside in, visit, or in any manner use their Layton Ridges property and the Common Area.
- Any violation against renters, tenants and guests shall be the Homeowner's liability with the Homeowner collecting from the tenant any violations the Homeowner becomes obligated to pay the Association by virtue of the tenant's actions.
- If a renter, tenant and guest violates the Declaration Provisions or Rule, both the tenant and Homeowner shall be served a Written Warning by both electronic and

personal means (whenever possible), but it shall be the Homeowner's responsibility to assure resolution of such violation within the time allotted by the Board of Trustees.

- Failure to timely cure violations shall subject the Homeowner to Community Association Act, Utah Code Annotated, section 57-8a-208, and the Provisions of the Declaration and Bylaws adopted by the Homeowner's Association.

8.0 ANNUAL AND SPECIAL ASSESSMENTS ENFORCEMENT

8.1 **Effect of Nonpayment:** Any Assessment, charge or installment thereof shall be deemed delinquent thirty (30) days after the due date and bear interest at the rate of twelve percent (12%) per annum (one percent per month) of the outstanding balance.

- In addition to the interest charges, there shall be a late fee of five dollars (\$5.00) per month for each month any Assessment, installment, or any portion thereof remains delinquent.
- Any monies paid by a Homeowner for an unpaid assessment shall be applied first to the unpaid principal amount and then to any accrued interest and late fee/s.
- Charges for interest, late payment/s and penalties shall be enforceable in the same manner as unpaid assessments along with Board of Trustees associated processing costs and reasonable attorneys' fees.
- Reference: Declaration Paragraph 5.5.

8.2 **Delinquent Assessment Lien:** The Board of Trustees may record a "Notice of Delinquent Assessment" ("Assessment Lien") or Charge against any Lot as to which an Assessment or charge is delinquent.

- The "Assessment Lien" articulates an executed lien on the Lot, and will remain a continuing lien upon such Lot until paid in full.
- The "Assessment Lien" shall be executed by an officer of the Board of Trustees, and set forth the:
 - Amount of the unpaid assessment.
 - Name of the delinquent Homeowner.
 - Address and description of the Lot.
- Before recording a lien against any Lot, the Board of Trustees shall make a written demand to the defaulting Homeowner by both electronic and personal means for payment of the delinquent Assessments together with interests and other allowable charges, stating the:
 - Due date due.
 - Delinquency amount, including accrued interest through that date.
- If such delinquency is not paid within ten (10) days after delivery of such demand, the Board of Trustees may proceed with recording an "Assessment Lien" against the Lot of the defaulting Homeowner.
- Reference: Declaration Paragraph 5.6.

8.3 **Assessment Collection:** The Board of Trustees shall have the right, at its option, to enforce the collection of any Assessment in any manner allowed by law, including, but not limited to:

- Bringing a lawsuit against the offending Homeowner personally obligated to pay the delinquent Assessments together with interests and other allowable charges.
 - Such action may be brought without waiving any lien securing any such other violations or delinquent Assessments.
- All costs incurred by the Board of Trustees in pursuing collection of violations, whether or not litigation is filed, including reasonable attorney's fees, lien fees, courts costs, costs of investigation, out of pocket expenses, and other collection costs, shall be both the personal obligation of the defaulting Homeowner and secured by a lien against the Lot.
- The Board of Trustees shall not be obligated to release any lien recorded pursuant to a delinquent Homeowner until all violations, interest, late charges, lien fees and reasonable attorney's fees have been paid in full whether or not all such amounts are set forth in the "Assessment Lien".
- No Homeowner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the benefits derived from assessments or abandonment of his/her Lot.
- The personal obligation for delinquent assessments shall not pass to successors in title, unless expressly assumed by them, but be resolved upon property sale during title transfer at closing.
- The Association may bring legal action against the Homeowner personally obligated to pay the delinquent assessment and/or foreclose the lien against such Homeowner's Lot.
- Reference: Declaration Paragraph 5.7.

8.4 **Lien Priority:** The "Assessment Lien" provided for herein shall be subordinate to any first mortgage or first deed of trust of which the beneficiary is, a lender who has loaned funds with a Lot as security, or held by the lender's successors and assignees, and shall also be subject and subordinate to liens for taxes and other public charges.

- Except as provided above, the "Assessment Lien" shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot.
- Upon sale or transfer of any property, the "Assessment Lien" must be paid in full.
- Reference: Declaration Paragraph 5.8 and Bylaws Paragraph 7.8.

8.5 **Survival Of Liability:** The termination of membership in the Association, through property sale, shall not relieve or release any such former Member from any liability or obligations incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

- Reference: Declaration Paragraph 5.9 and Bylaws Paragraph 7.9.

9.0 CONFLICT, AND MISCELLANEOUS

These Bylaws are set forth in compliance with the requirements of the Declaration of Protective Covenants, Conditions and Restrictions for Layton Ridges Homeowners Association.

- 9.1 **Conflict:** These Bylaws are subordinate to and are subject to all provisions of the Declaration of Protective Covenants, Conditions and Restrictions for Layton Ridges Homeowners Association, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters).
- All of the terms hereof shall have the same meaning as defined in the Declaration.
- 9.2 **Severability:** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 9.3 **Waiver:** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 9.4 **Terminology:** Whenever in these Bylaws the context so requires, the term "shall" will mean mandatory and "may" permissive.
- 9.5 **Effectivity:** These Bylaws shall be effective upon recording in the Office of the County Recorder of Davis County.


IN WITNESS THEREOF, THE UNDERSIGNED has executed and adopted this BYLAWS, this first day of July, 2020.

LAYTON RIDGES HOMEOWNERS ASSOCIATION,
A Utah nonprofit corporation

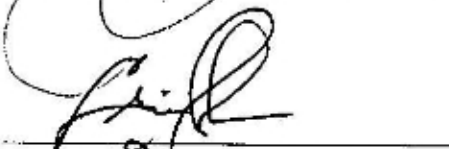
By: LRHOA-Board of Trustees, Officers:



President John Chambers



Treasurer Lora McDonald



Vice President Craig Adams



Secretary Don Wilson



Vice President Ryan McDonald

ALL-PURPOSE ACKNOWLEDGMENT

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BK 7577 PG 2100

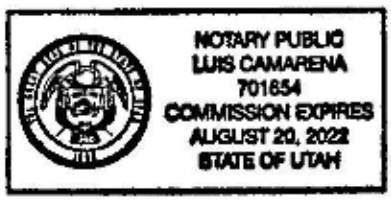
State of Utah

County of Davis

On 8/17/2020 before me, Luis Camarena
DATE NAME OF NOTARY PUBLIC

personally appeared John Chambers
NAME(S) OF SIGNER(S)

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

[Signature]
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT

Bylaws for Layton Ridges Homeowners Association
TITLE OR TYPE OF DOCUMENT

23
NUMBER OF PAGES

July 1, 2020
DATE OF DOCUMENT

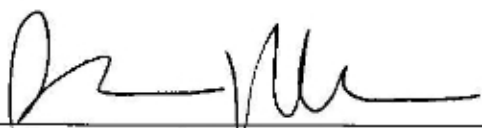
SIGNER(S) OTHER THAN NAMED ABOVE

LRHOA-Homeowners:

Lot	Homeowner	Lot	Homeowner
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1 
Kyle & Jen Dunning

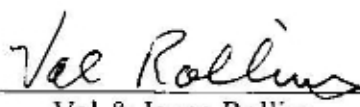
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Eric & Kelli Tait

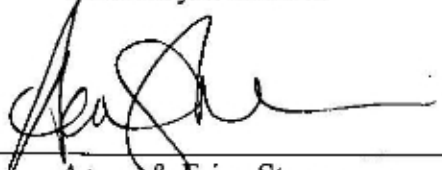
3 
Bruce & Julie Hubbard


4 
John & Paige Carver

5 Roger Manning & Dennis Perkins

6 
Pat & Lofi Hanley

7 
Val & Joyce Rollins

8 
Aaron & Erica Stevenson

16 
Darryl & Pam Silberman

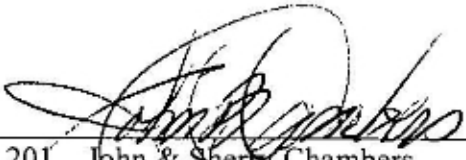
17 
Bryan & Jenn Schiller

18 
Michael Allred

19 
Bret Berry & Callie Burton


20 
Micah & Natalie Robinson

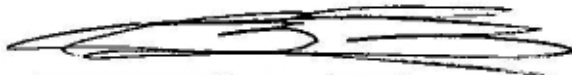
21 
Robert & Melissa Wayment


201 
John & Sherry Chambers


202 
David & Sheree Davis

Lot	Homeowner	Lot	Homeowner
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9 Andre & Heather Dyson

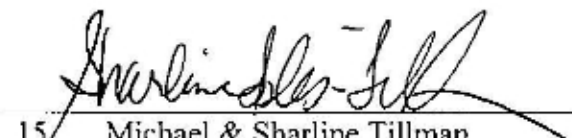

10 Brett & Sheila Baur


11 Jared & Brook Thompson

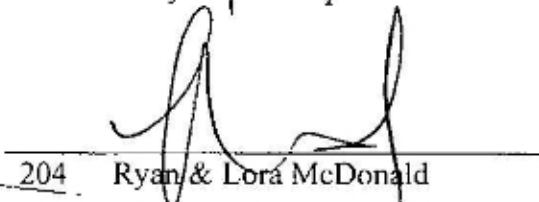

12 Robert & Wendy Christensen


13 Jed & Jeni Poll


14 Craig & Lisa Adams

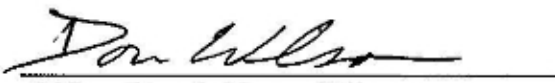

15 Michael & Sharline Tillman


203 Terry & Lori Capener


204 Ryan & Lora McDonald


205 Derck & Heidi Gasser

206 Bruce & Amy Thomas


207 Don & Nancy Wilson


208 Stacy & Leann Fredrickson