

Office of the Davis County Recorder



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RICHARD T. MAUGHAN 2237AA to AS
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR FAIRWAYS OF OAKRI
DGE HOMEOWNER

Recorder
Richard T. Maughan
Chief Deputy
Lalle H. Lomax

RETURNED
OCT 26 2020

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A Declaration
(Document Type)

08-223-0001 thru 0045
Tax Serial Number(s)
08-243-0001, 08-243-0004 thru 0020
08-243-0023-0025, 08-243-0028 thru 0034
08-243-0035 thru 0037
08-371-0201 thru 0203

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
FAIRWAYS OF OAKRIDGE HOMEOWNERS ASSOCIATION**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAYS OF OAKRIDGE P.U.D. AND FAIRWAYS OF OAKRIDGE SOUTH P.U.D. (hereinafter the "Declaration") is made and executed on this day of October, 2020, by the Fairways of Oakridge Homeowners Association (hereinafter the "Association"), a Utah non-profit corporation.

RECITALS

A. On July 28, 1997, a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Fairways of Oakridge P.U.D. was recorded in the office of the County Recorder of Davis County, State of Utah as Entry No. 1337054 in Book 2155 at Page 971 of the official records.

B. The First Supplement to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Fairways of Oakridge South P.U.D. was recorded in the office of the County Recorder of Davis County, State of Utah on February 25, 1999, as Entry No. 1490616 in Book 2454 at Page 210 of the official records (the "Supplement").

C. The Second Supplement to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Fairways of Oakridge South P.U.D. was recorded in the office of the County Recorder of Davis County, State of Utah on May 3, 2006, as Entry No. 2165400 in Book 4026 at Page 570 of the official records (the "Supplement").

D. This Declaration affects the real property located in Davis County, Utah, described with particularity in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Property,").

E. All of the voting requirements to amend the Declaration have been satisfied in accordance with all previous declarations and filed amendments.

F. The Property consists of certain common areas and seventy-six (76) individual homes (hereinafter the "Owner(s)").

G. The Association is the managing agent of the Owners of the Property.

H. The Owners through the Association desire to make the modifications and additions to the Declaration set forth below.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Owners thereof, the Association hereby executes this Amended and Restated Declaration for Fairways of Oakridge P.U.D. and the Fairways of Oakridge South P.U.D. for and on behalf of and for the benefit of all of the Owners:

ARTICLE I
DEFINITIONS

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

A. "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 et. Seq.

B. "Architectural Review Committee", or "ARC", shall mean the architectural committee created by this Declaration.

C. "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

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

E. "Association" shall mean the FAIRWAYS OF OAKRIDGE HOMEOWNERS ASSOCIATION, and as the context requires, directors of the board of that Association.

F. "Board" or "Management Committee," or "Board of the Association" shall mean the duly elected and acting Management Committee of the FAIRWAYS OF OAKRIDGE HOMEOWNERS ASSOCIATION. The Board is made of the up of the officers of the Association as well as any others elected as members of the Board or appointed to by the Board.

G. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit C. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

H. "Capital Improvement" shall mean and refer to a new significant fixed asset added to the Association and not included in its original design or construction, intended to enhance, upgrade, and improve utility value or beauty of the Common Areas or Facilities. The term Capital Improvement does not include the repair, maintenance or replacement of existing fixed assets such as the Association's utility systems, street lighting, perimeter, interior, and side yard, fences, sidewalks, entry and roadways. Any expenses related to the design, purchase, installation or construction of a Capital Improvement shall be included in projections of costs, voting requirements and disclosures to Owners.

I. "City" shall mean Farmington City, Utah and its appropriate departments, officials and boards.

J. "Common Areas." See Article III below.

K. "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for:

1. Managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas;
2. Providing facilities, services and other benefits to Owners as set forth in this Declaration, and as further delineated by the Board from time to time;
3. Administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby;
4. Levying, collecting and enforcing the Assessments, charges, fines, penalties and liens imposed pursuant hereto;
5. Operating the Association;
6. Creating reserves for any such costs, expenses and liability as required by this Declaration.
7. This does not include expenses relating to Special Projects as defined in Section 6.5.

L. "County" shall mean Davis County, Utah and its appropriate departments, officials and committees.

M. "Declaration" shall mean this AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR FAIRWAYS OF OAKRIDGE, together with any subsequent amendments or additions through supplemental declarations.

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

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

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

Q. "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Subdivision. Notwithstanding the forgoing provision, there are three properties located in the Subdivision that consist of two building lots on the Plat, but containing one residence, and as such shall be considered as one Lot for purposes of Membership, Ownership, Voting Rights and all other references to a Lot or Lots.

R. "Member" shall mean a natural person or any legal entity which holds the recorded title to any Lot in the Subdivision.

S. "Officer" refers to the positions of president, vice-president, and secretary. All officers are members of the Board.

T. "Owner" is defined under Article IV.

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

V. "Plat(s)" shall mean an official and recorded plat of Fairways of Oakridge, as approved by the City and recorded in the office of the Davis County Recorder.

W. "Property" shall have the meaning set forth in the recitals.

X. "Subdivision" shall mean all phases of Fairways of Oakridge and all Lots, and other property within the Subdivision as shown on the Plat(s) covering the Property.

Y. "Subdivision Improvements" shall mean all subdivision improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental Agencies to the approval of the Subdivision or any Plat(s) thereof.

ARTICLE II EASEMENTS

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

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

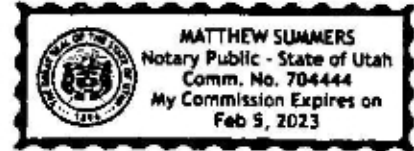
(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose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

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

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

On this 22nd day of October, 2020, personally appear before me Christie DeGrendele, who being by me duly sworn, did say that she is the President of Fairways of Oakridge Homeowners Association, Inc., a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said member duly acknowledged to me that said corporation executed the same.

Matthew Summers
Notary Public
My Commission Expires: FEB. 5th, 2023



Fairways of Oakridge Homeowners Association, Inc., a Utah non-profit corporation.

By: Donald Pinson
Donald Pinson

Its: Vice-President

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On this 22nd day of October, 2020, personally appear before me Donald Pinson, who being by me duly sworn, did say that he is the Vice President of Fairways of Oakridge Homeowners Association, Inc., a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority and said member duly acknowledged to me that said corporation executed the same.

Matthew Summers
Notary Public
My Commission Expires: FEB. 5th, 2023

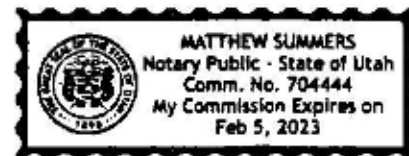


EXHIBIT "A"

Fairways of Oakridge

ALL OF LOTS 08-243-0001, 08-243-0004 – 08-243-0020, 08-243-0023 – 08-243-0025, 08-243-0028 – 08-243-0034, Plus Common Area 08-243-0036 -08-243-0037, THE FAIRWAYS OF OAKRIDGE SOUTH PUD, a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office. + 08-243-0035

SOUTH

ALL OF LOTS 08-371-0202 – 08-371-0203, THE FAIRWAYS OF OAKRIDGE PUD AMENDED "A", a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

SOUTH

ALL OF LOTS 08-327-0201, THE FAIRWAYS OF OAKRIDGE P.U.D AMENDED, a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

ALL OF LOTS 08-223-0001 - 08-223-0045, Plus Common Area 08-223-0046, THE FAIRWAYS OF OAKRIDGE PUD, a planned unit development, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

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EXHIBIT "B"
GOLF - EASEMENT - AGREEMENT

EASEMENT AGREEMENT

THIS AGREEMENT is made this 6th day of February, 1997, by and between THE OAKRIDGE COUNTRY CLUB (hereinafter "Grantee"), whose address is 1492 West Shepard Lane, Farmington, Utah 84025, and GMW DEVELOPMENT, INC. whose address is 1544 North Woodland Park Drive, #300, Layton, Utah 84041 (hereinafter "Grantor").

RECITALS:

A. Grantee owns and operates a golf course and attendant facilities which are commonly known as the Oakridge Country Club Golf Course located on real property in Davis County, Utah which is more particularly described in Exhibit "A" attached hereto (hereinafter "the Golf Course").

B. Grantor has purchased from Grantee an approximately 1.42 acre parcel in Davis County, Utah, that lies adjacent to the Golf Course (hereinafter "the 1.42 acre parcel"), which Grantor intends to develop along with a contiguous parcel of property consisting of approximately 8 acres (hereinafter the "8 acre parcel"). The 1.42 acre parcel and the 8 acre parcel (hereinafter collectively referred to as the "Subject Property") are more particularly described in Exhibit "B" attached hereto.

C. Golf balls periodically travel onto the Subject Property from the Golf Course.

D. Grantee is concerned about potential liability for damage to property and injury to persons as a consequence of golf balls being hit onto the Subject Property. Consequently, Grantor is required to execute and deliver this Easement Agreement to Grantee as part of the consideration for the purchase of the 1.42 acre parcel.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants, warrants and conveys unto Grantee, its successors and assigns, a perpetual easement and right-of-way on the Subject Property for the purpose of golf balls travelling on the ground or in the air from the Golf Course onto the Subject Property, together with the right to enter upon the Subject Property for such purpose. This easement shall benefit the Golf Course described in Exhibit "A" attached hereto and incorporated herein by this reference and burden the Subject Property which is described in Exhibit "B" attached hereto and incorporated herein by this reference. Structures shall be placed upon the Subject Property and activities shall be undertaken upon the Subject Property, at the sole risk and expense of Grantor and Grantor's heirs, successors and assigns, and the owner(s) of the Subject Property, as from time-to-time constituted, shall be solely responsible for the cost and expense of repairing any damage caused by golf balls that are hit or otherwise travel onto the Subject Property. Grantor and Grantor's heirs, successors and assigns shall, at all times, be solely responsible for the maintenance and repair of improvements or property located upon the Subject Property which are damaged by golf balls coming onto the Subject Property from the Golf Course. In this regard, the parties agree as follows:

1. Grantor waives and relinquishes any claim that Grantor or Grantor's heirs, successors, personal representatives or assigns might have against Grantee, its owners, officers, directors, agents, employees, members and guests as a consequence, directly or

indirectly, of a golf ball flying or rolling off from the Golf Course onto the Subject Property or otherwise coming from the Golf Course onto the Subject Property. Grantor knowingly and intentionally assumes the risk of any injury or damage as a consequence, direct or indirect, of one or more golf balls coming onto the Subject Property from the Golf Course.

2. Any deed or other conveyance of the Subject Property shall be specifically subject to, whether or not so stated therein, the easements, covenants, conditions, restrictions, indemnifications, obligations, waivers and commitments set forth in this Agreement and, by accepting such deed or other document of conveyance, the successor to the Grantor shall be deemed to have concurred with and joined in this Agreement.

3. In the event of litigation to interpret or enforce the provisions, restrictions and covenants of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and costs, in addition to other available relief.

The perpetual grant and easement set forth in this document, and the obligations and benefits provided herein, shall at all times be deemed to be and shall be continuing covenants running with the land and shall burden the Subject Property and benefit the Golf Course, and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties hereto.

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect.

THIS AGREEMENT has been executed effective as of the day and year first set forth above.

GRANTOR:

GMW DEVELOPMENT, INC.

By: *David G. Wujets*
Its: *President*

GRANTEE:

OAKRIDGE COUNTRY CLUB

By: *David E. Johnson*
Its: *President*

EXHIBIT "C"
BY-LAWS OF THE FAIRWAYS OF OAKRIDGE
P. U. D.

The following are adopted by the Declarant as the administrative By-Laws of the Association of THE FAIRWAYS OF OAKRIDGE, P. U. D. :

ARTICLE I

PLAN OF LOT OWNERSHIP AND INCORPORATION

1. Submission. These By-Laws are referred to and incorporated by reference in the Declaration of Covenants, Conditions and Restrictions of THE FAIRWAYS OF OAKRIDGE, P. U. D. (the "Declaration"), which is located in Davis County, State of Utah. These By-Laws shall govern the administration of THE FAIRWAYS OF OAKRIDGE P. U. D. and the Association of Lot Owners.

2. Organizational Form. If the Association forms a limited liability company under the laws of the State of Utah, then these By-Laws shall also function and operate as the By-Laws of the company; and in the event of any conflict, incongruity or inconsistency between these By Laws and the Operation Agreement, these By Laws shall in all instances control.

3. Office and Registered Agent. The Registered Agent of the Association is Gary M. Wright of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041; however, after transfer of management and control of the Association is made by the Developer to the Association, the Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the home of the President or such other place as shall be designated by him.

4. By-Laws 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 entrance at THE FAIRWAYS OF OAKRIDGE shall be subject to and abide by these By-Laws.

ARTICLE II

ASSOCIATION

1. Composition. The association of lot owners is a mandatory association consisting of all Lot Owners at THE FAIRWAYS OF OAKRIDGE

2. Voting. Each Lot shall have one vote. Multiple owners must elect a representative to cast their vote. A vote cast,

without objection, by an apparent representative of multiple owners shall be binding upon the parties. Entities may vote by means of an authorized agent.

3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Committee from time to time and stated in the notice of meeting.

4. Annual Meeting. Unless otherwise designated by the Committee, the annual meeting of the Association shall be held at 7:00 p.m. on the first Tuesday of October of each year, or at such other suitable date as may be designated by the Committee from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

5. Special Meetings. The President or a majority of the members of the Management Committee may call a special meeting of the Association, or if he is so directed by resolution of the Committee or upon receipt of a petition signed and presented to the Secretary of the Committee by at least 25% of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than ten and not more than thirty days in advance of such meeting; and (b) each special meeting of the Owners at least three days and not more than twenty days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his respective Lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Act, Declaration, By-Laws, Rules and Regulations, and shall have fully paid all Common Area Assessments and/or Additional Charges due.

8. Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Lot Owner is more than one person,

by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Committee not less than 48 hours before the meeting. Only individual Lot Owners or the legal representative of an Organizational Lot Owner may be proxies.

9. Quorum Voting. A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Lot Owners representing a majority of the members of the Association in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of Lot Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a) roll call;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special committees, if any;
- f) election of inspectors of election, if applicable;
- g) election of Committee Members, if applicable;
- h) unfinished business; and
- i) new business.

11. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

a) Open Meetings. A portion of each meeting of the Committee shall be open to all members of the Association, but

members other than members of the Committee may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Committee. The Committee shall establish procedures, policies and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

b) Executive Session. The Committee 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.

c) Action Without A Formal Meeting. Any action to be taken at a meeting of the Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Committee.

ARTICLE III

MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by the Management Committee. The Management Committee shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Committee may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for at least the following:

a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the common area Assessments.

b) Establishing common area Assessments against Owners to defray the costs and expenses of the Project, establishing the means and methods of collecting such common area Assessments from the Owners, and establishing the period and method of the installment payment of the annual assessment for common area Assessments subject to these guidelines. Unless otherwise determined by the Committee, each Owner's common area fee may be payable in equal monthly installments, due and payable in advance on the first day of each month of each month. However, in the event a Lot Owner fails to make an installment payment in a timely manner, then the

entire annual assessment may be accelerated by the Committee and shall thereafter be automatically due and payable without further notice, although the Committee may subsequently elect to de-accelerate the obligation.

c) Providing for the operation, care, upkeep, replacement, maintenance, and surveillance of all the Common Areas and services of the Project.

d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Common Areas, and providing services for the property, and, where appropriate, providing the compensation of such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.

e) Collecting the common area Assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.

f) Making, amending, and enforcing Rules and Regulations respecting the Declaration, these By-Laws, and the use of the Property.

g) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these By-Laws, after damage or destruction by fire or other casualty.

i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and Rules and Regulations for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

j) Obtaining and carrying insurance against the risks, casualties and liabilities, as provided in the Declaration and paying the premium cost thereof.

k) Paying the cost of all services rendered to the Project and not billed directly to Owners of individual Lots.

l) Keeping a copy of all Project Documents and the Association's books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The said documents, books, financial statements, and vouchers

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accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Association, shall be audited by an outside auditor employed by the Committee who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Lot in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an audited statement prepared at any time.

m) Providing where necessary all water, electricity, and other necessary utility services for the Common Areas and such services to the Lots, including but not limited to heating, as are not separately metered or charged to the Lot Owners thereof.

n) Paying any amount necessary to discharge any mechanic's or materialmen's lien or other encumbrance levied against the Property, or any part thereof, which may in the opinion of the Committee constitute a lien against the Property or against the Common Areas, rather than merely against the particular Lot. When one or more Lot Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Committee by reason of said lien or liens shall be specially assessed to said Lot Owners and shall, until paid by said Lot Owners, constitute a lien on the interest of said Lot Owners in the Property which lien may be perfected and foreclosed in the manner provided in the Declaration.

o) Giving notice of and conducting hearings for alleged infractions of the Declaration, By Laws or administrative rules and regulations, issue citations and/or levy fines for violations of the Declaration, By-Laws, or Rules and Regulations.

p) Making emergency repairs.

q) At the expense of the Owner, or Resident, impounding, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking rules and regulations or in an unauthorized area.

r) Evicting non-Owner residents in material violation of the Project Documents.

s) Assigning or leasing available open Common Area parking spaces to residents.

t) Doing such other things and acts necessary to

accomplish the foregoing and not inconsistent with the Act, the Declaration, the By-Laws, or to do anything required by a proper resolution of the Management Committee or Association.

2. Composition of Management Committee. The Management Committee shall be composed of three (3) members of the Association. Only individual Lot Owners or officers or agents of organizational Owners other than individuals shall be eligible for Committee Membership.

3. Election and Term of Office of the Committee. The term of office of membership on the Committee shall be two years. At the expiration of the member's term, a successor shall be elected.

4. Corporation Meeting. The first meeting of the members of the Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Committee.

5. Regular Meetings. Regular meetings of the Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Committee, but no less often than monthly.

6. Special Meetings. Special meetings of the Committee may be called by the President, Vice-President or a majority of the members on at least forty-eight hours prior notice to each member. Such notice shall be given personally, by regular U. S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

7. Waiver of Notice. Before or at any meeting of the Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee shall constitute a waiver of notice. If all the members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8. Committee's Quorum. At all meetings of the Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Committee caused by any

reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Committee at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the committee; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

10. Removal of Committee Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Committee Member who misses 25% or more of the Committee Meetings or who misses three consecutive meetings, in any calendar year, shall be automatically removed from the Committee.

11. Conduct of Meetings. The President shall preside over all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

12. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the Committee at the Corporation meeting of each Committee and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting called for such

purpose.

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3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee and shall be an ex officio member of all committees; he shall have general and active management of the business of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The Secretary shall attend all meetings of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Managing Agent, and with the Assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to

the President and members, at the regular meetings of the Committee, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

ARTICLE V

FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve 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 Committee should it be deemed advisable or in the best interests of the Association.

ARTICLE VI

AMENDMENT TO BY-LAWS

1. Amendments. These By-Laws may be modified or amended either (I) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

2. Recording. An amendment to these By-Laws shall become effective immediately upon recordation in the Office of the County Recorder of Davis County, State of Utah.

ARTICLE VII

NOTICE

1. Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

ARTICLE VIII

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act.

2. Conflict. These By-Laws are subordinate and subject to all provisions of the Act and the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these By-Laws and the Act or Declaration, the provisions of the Act or Declaration shall control.

3. Severability. If any provisions of these By-Laws 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 By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these by-Laws.

6. Gender & Grammatical Disclaimers. Whenever in these By-Laws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

7. Liability of Committee Members. The members of the Committee and the officers of the Association shall not be liable to any member of the Association for any damage, loss or liability arising out of or caused by their voluntary participation as a member of the Committee, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the members of the Association agree to indemnify and hold the members of the Committee and officers of the Association harmless from any and all claims arising out of or caused by their voluntary participation as a member of the Committee or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross negligence or wilful neglect.

8. Attorney's Assessments and Costs. If an Owner or resident, their families, guests or invitees shall, at any time, violate the

terms, covenants or conditions of these By-Laws, and the Committee shall be required to take action to enforce the same, regardless of whether a lawsuit is commenced, the Owner or resident shall reimburse the Committee for all costs and expenses, including but not limited to a reasonable attorney's fee, necessitated thereby. To secure payment of any unpaid costs or Assessments, the Committee shall have the right and power to file a lien against the Lot owned or occupied, and may proceed to collect the unpaid costs and Assessments the same as if it were unpaid common area Assessments. In the event of a breach or anticipated breach by an Owner or resident, their family, guests or invitees, of any of the terms, covenants, or conditions of these By-Laws, the Committee shall have, in addition to any other remedies provided by law or equity, the right to injunctive relief and damages.

9. Persons Bound. All references herein to an Owner, Resident, Tenant, Renter, Lessee, Guest, or Invitee shall be deemed to include their respective executors, administrators, employees, representatives, legatees, distributees, successors and assigns; and the terms, covenants, and conditions herein contained shall apply to and be binding upon them.

10. Special Provision Regarding Exterior Lighting and Utility Charges. The Declarant may elect to provide electricity to provide certain exterior lighting from an individual Lot or Dwelling Unit in which case the Lot Owner shall be entitled to a monthly credit in an amount equal to the greater of:

(1) \$2.00, or

(2) The sum equal to the number of watts in the light bulb, multiplied by the Utah Power and Light Kilowatt rate, multiplied by 4,000, divided by 1,000, and divided by 12.

DATED the 17th day of July, 1997.

DECLARANT:

IVORY NORTH, a joint venture

BY: GMW DEVELOPMENT, INC., Partner

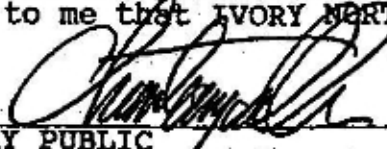
By: 
Title: Gary M. Wright, President

STATE OF UTAH

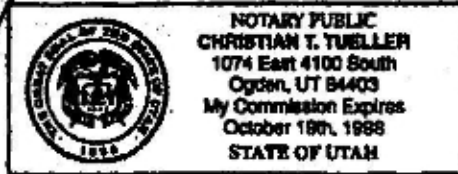
COUNTY OF DAVIS

}
} ss.
}

On the 22nd day of July, 1997 personally appeared before me Gary M. Wright, who by me being duly sworn, did say that he is the President of GMW DEVELOPMENT, INC., a Utah corporation, and that GMW DEVELOPMENT, INC. is a Partner of IVORY NORTH, a joint venture, and that the within and foregoing instrument was signed in behalf of said IVORY NORTH pursuant to the joint venture agreement and by authority of a resolution of the joint venturers, and said Gary W. Wright, duly acknowledged to me that IVORY NORTH executed the same.



NOTARY PUBLIC
Residing At:



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

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

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

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

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

- (b) For inspection, maintenance, repair and replacement of portions of the Common Areas;
- (c) For correction of emergency conditions on one or more Lots or on portions of the Common Areas.
- (d) For the purpose of enabling the Association, the Architectural Review Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;
- (e) For inspection during reasonable hours of the Lots and Common Areas in order to verify that the Owners and occupants, and their guests, lessees, and invitees, are complying with the provisions of the Governing Documents.

2.6 Golf Course Easement. All Owners, Members, or Persons as defined herein, as well as their heirs, successors, personal representatives or assigns shall be subject to the terms and conditions delineated in the easement agreement in Exhibit B.

ARTICLE III COMMON AREAS

3.1 The Common Areas have been conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration.

3.2 The Common Areas consist of areas designated on the recorded Plat(s) as such, including the Detention Basin(s) and any structures related to the operation or maintenance of the Common Areas, together with any rights of way and utilities, as shown on the recorded Plat(s).

3.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the subdivision shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving all easements as set forth in this Declaration.

3.4 Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. The Association shall have the authority to assess its members for the costs of said maintenance in accordance with the terms of this Declaration.

ARTICLE IV
OWNERS

4.1 Owner shall mean and refer to one or more Persons who hold the recorded title to any individual home which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the titled Owner) will be considered the Owner.

ARTICLE V
MEMBERSHIP

5.1 One membership in the Association shall be granted per Lot. No Lot, whether having one or more Members or Owners, shall have more than one membership in the Association. In the event the Lot has one or more Members or Owners, one Person shall be designated as the Person authorized to exercise voting rights and exercise other rights of use and enjoyment as provided by the Governing Documents and as agreed amongst such interest holders. The membership rights owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner(s) in a written instrument provided to the Secretary of the Association, subject to the provisions of the Governing Documents.

ARTICLE VI
HOMEOWNERS ASSOCIATION

6.1 **Organization.** The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots of Fairways of Oakridge and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of these covenants. Membership in the Association is deemed an appurtenance to the Lot and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall have and exercise, as necessary, the following powers:

6.2 **Enforcement Powers.** The Association shall have all powers granted to it by the Governing Documents to enforce by actions in law or equity brought in the name of the Association, the power to retain professional services needed to the enforcement of these covenants and to incur expenses for that purpose. The officers of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of these covenants. In the event that the Board of the Association initiates legal action against a specific lot owner or owners to enforce these covenants, and the Association prevails in a court of law, then the Board of the Association shall have the right to assess the costs of such litigation against the Lot or Lots in question. The Board of the Association may file against such lot or lots with the amount involved to carry interest at the current statutory rate for unpaid judgments. The Board is

further authorized to take whatever reasonable action is necessary to obtain payment including, but not limited to, foreclosure of the lien. The Board of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however this shall not limit the individual right of Lot Owners to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Subdivision at all public meetings concerning zoning, variances or other matters of general application and interest to the Owners. Owners may appear individually.

6.3 Fines. The Association shall have the power to assess a fine against an Owner (or their Lot) for a violation of the terms and conditions of the Governing Document in accordance with the requirements of the Act.

6.4 Maintenance of Lots and Common Areas by the Association. The Association shall maintain (i) the Common Areas as shown on the plat maps or acquired by the Association, and; (ii) the Lots as shown on the plat maps. The Association shall have the authority to assess its members for the costs of said maintenance and for restoring any damage to any such property owned by the Association. Service Contracts. The maintenance services authorized by the Association are detailed in the service contract(s) with the service provider(s). The costs for the service contracts shall be a common expense and are borne by all Lot Owners. Notwithstanding this paragraph, Lot Owners shall be responsible for the repair and cost of repairs to all items on their Lot as described in the Governing Documents.

6.5 Capital Improvements Board Requirements. Expenditures by the Association for any Capital Improvements shall be subject to and governed by the following provisions:

(a) Board Discretion. Capital Improvements to the Association which cost ten percent (10%) or less of the total annual operations budget and do not materially alter the nature of the Association, may be authorized by the Board without approval of the Owners;

(b) Homeowner Approval. Capital Improvements to the Association which cost more than ten percent (10%) of the total annual operations budget and do not materially alter the nature of the Association, must be approved by at least a majority of the Owners;

(c) Changing the Nature of the Association. Capital Improvements to the Association which materially alter the nature of the Association, regardless of cost, must be approved by at least two-thirds of the Owners.

6.6 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the

assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

a. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself/herself or his/her Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

b. The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. So long as the special assessment does not exceed the sum of Five Hundred Dollars (\$500.00) per Lot in any one fiscal year (the "Special Assessment Limit"), the Committee may impose the special assessment without any additional approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the Owners of the Association. The Board in its discretion may allow any special assessments to be paid in installments.

c. The Board shall also have the power to assess the Owners in a particular area pursuant to this section as, in its discretion it shall deem necessary or appropriate, subject to the following:

i. No Obligation or Waiver. Failure to exercise its authority under this section shall not be grounds for any action against the Association or Board and shall not constitute a waiver of the Board's right to exercise its authority under this section in the future with respect to any expense, including expense for which the Board has not previously exercised its authority under this section.

ii. Enabling Power. The Board may specifically assess an Owner in a particular area in the manner set forth below, provided however, the specific assessment is not for any maintenance, repair, or replacement ordinarily required by this Declaration and the Owner has the choice to accept or reject the benefit:

1. Benefit only to specific Lot. If the expense benefits less than all the Lots, then those Lots benefitted may be specifically assessed, and the specific assessment shall be equitably apportioned among those Lots according to the benefit received.

2. Unequal or disproportionate benefit. If the expense benefits all Lots but does not provide an equal benefit to all Lots, then all Lots shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Lots according to the benefit received as determined by the Board.

d. In addition, the Association may levy special assessment (a) on every Lot, the Owner or occupant of which, shall cause any damage to the Common Areas necessitating repairs, and (b) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lot(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.

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

f. Assessments shall be due and payable in a manner and on a schedule as the determined by the Board.

6.7 Budget. The Board shall prepare a proposed budget for the Association and provide it to all Owners no later than thirty (30) days prior to the Annual Meeting. The proposed budget shall be presented to the Owners at the annual meeting for their approval. The proposed budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a majority of the Owners. Notwithstanding the foregoing, if the Owners disapprove the proposed budget and Assessments, or the Board fails for any reason to establish the budget and Assessments for the following year, then and until such time as a new budget and Assessments shall have been established, the budget and Assessments in affect for the then current year shall continue for the following year.

a. The Board shall provide a copy of the approved budget to all Owners within thirty (30) days after the approval of a budget and Assessments or adoption of a revised budget and Assessments.

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

c. The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

d. The Association shall not borrow money without the approval of at least fifty-one (51%) of the Owners.

6.8 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every five (5) years, separately for the Common Areas. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis. The Board may not use money in a reserve fund:

a. For daily maintenance expenses unless a majority of the Owners vote to approve the use of reserve fund money for that purpose; or

b. For any purpose other than the purpose for which the reserve fund was established.

6.9 Reserve Fund Creation. Based on the results of the reserve analysis, the Board shall create a reserve fund into which the Board shall cause to be deposited those Common Area assessments collected from Owners for the purpose of funding a separate reserve fund for Common Areas. The Board shall cause an assessment to be made against all Owners, which assessment shall be collected on the same terms and conditions as other common expenses, in an amount sufficient to fund the reserve fund according to the findings of the reserve analysis. The Board shall maintain a reserve fund separate from other funds of the Association. This Article may not be construed to limit the Board from prudently investing money in a reserve fund account.

6.10 As used herein "reserve analysis" means an analysis to determine:

a. The need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas and facilities that have a useful life of three (3) years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the Association;

b. The appropriate amount of any reserve fund.

6.11 State of Account. Any Owner may request the Association to provide a statement of his/her account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy and will not be held liable for any amounts not

shown on the statement. The Association may charge a transfer fee, not to exceed double the monthly Lot Assessment as determined by the Board for providing such statements and for changing its records to reflect the name of the new Owner. Those individuals selling a Lot and those individuals buying a Lot subject to these covenants agree to share that cost equally if not determined in the purchase agreement between the buyer and seller of the Lot.

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

6.13 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing:

- a. the use of the Common Areas;
- b. the use of any facilities owned by the Association;
- c. the collection and disposal of refuse;
- d. the maintenance of animals in the subdivision;
- e. collection policies and procedures;
- f. other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board; and
- g. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents, and are subject to the following provisions:
 - i. Before adopting, amending, or modifying the Rules, at least fifteen (15) days before the Board will meet to consider any changes to the Rules the Board shall deliver notice of all proposed changes and provide an open forum for Owners to be heard before the Board takes action on any proposed changes. Any changes made to the Rules at that meeting shall be provided to all Owners within fifteen (15) days of its adoption.

ii. Notwithstanding the forgoing paragraph (6.12 (g)(i)), any Rules adopted at that meeting shall be disapproved, if within sixty (60) days after the date of that Board meeting at least Fifty-One Percent (51%) of Owners vote to disapprove any Rules that were changed at that meeting.

iii. Additionally the Board may adopt a Rule without giving notice to Owners if there is an imminent risk of harm to a Common Area, Dwelling, Lot, an occupant of a Lot, or Owner. If the Board does take such action, notice shall be given within fifteen (15) days of said Rule being adopted.

6.14 Availability of Documents. The Board may also adopt a record retention or other document management policy.

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

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

6.17 Number of Board, Term of Office. Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms.

6.18 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board and Officers to maintain accurate financial records of the Association.

ARTICLE VII

LIEN FOR ASSESSMENTS & THE APPOINTMENT OF A TRUSTEE

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

7.2 Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

7.3 The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period

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

7.4 All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association.

ARTICLE VIII
SUBORDINATION OF THE LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

8.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first or second Mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first or second Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE IX
OWNERS' MAINTENANCE OBLIGATIONS

9.1 Duty to Maintain. It is the obligation of each Owner to maintain his Lot, except for any portions of the Lot which the Association has explicitly agreed to the maintenance of in the Rules as determined by the Association from time to time and at all times in order to preserve and enhance the enjoyment of the Subdivision.

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

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

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

ARTICLE X
INSURANCE

10.1 Casualty Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable

improvements on the Common Areas. If blanket all-risk coverage is not available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction to the Common Areas from any insured hazard.

10.2 Liability Insurance. The Board, or its duly authorized agent, shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, their invitees, guest, successor or assigns. The public liability policy shall be in an adequate amount as determined by the Board from time to time.

10.3 Premiums. Premiums for all insurance on the Common Areas shall be Common Expenses of the Association and shall be included in the Base Assessment.

10.4 Name of the Association. All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in below. Such insurance shall be governed by the provisions hereinafter set forth:

- a. All policies shall be written with a company licensed to do business in Utah which holds a A.M. Best's rating of A or better and is assigned a financing size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.
- b. All policies on the Common Areas shall be for the benefit of the Association, its Members, and Mortgagees providing construction financing on the Common Areas.
- c. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- d. In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- e. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Davis County, State of Utah area.

f. The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- i. A waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Owners, and their respective invitees, agents, and guests;
- ii. A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- iii. A statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;
- iv. A statement that no policy may be cancelled, subject to non-renewal on account of the conduct of any officer, employee of the Association or its duly authorized manager without prior demand, in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or any Mortgagee;
- v. That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- vi. That the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

10.5 Worker's Compensation. In addition to the other insurance required by this section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; the Board's and officers' liability coverage, if reasonably available, a fidelity bond or bonds on the Board, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

ARTICLE XI DAMAGE & DESTRUCTION

11.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas, repair or reconstruction, as used in this paragraph, means

repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

11.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless the Members representing at least fifty-one (51%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

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

ARTICLE XII **DISBURSEMENT OF PROCEEDS**

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

ARTICLE XIII **REPAIR AND RECONSTRUCTION**

13.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against

all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV
CONDEMNATION

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

ARTICLE XV
USE LIMITATIONS & RESTRICTIONS ON ALL LOTS

15.1 Residency. All Lots shall be used only for family residential purposes.

15.2 Leases. In general, no leases are permitted. However, limited exceptions are allowed as provided in Article XVII.

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

15.4 Licensed General Contractor. Unless the Architectural Review Committee gives a written waiver of approval to an Owner, no building or structure shall be erected, altered or placed on any Lot except by a licensed general contractor duly qualified and licensed by the appropriate governmental authorities.

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

15.6 No Business of Commercial Use. No portion of any Lot shall be used directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or such non-residential purposes, except that professional and administrative occupations without external evidence thereof may be conducted by Owners so long as such occupations are in conformance with local governmental ordinances, and such activities are merely incidental to the use of the Lot as a single family residence. Businesses, professions or trades that are legally allowed to be operated by an Owner or Member from their Lot may not as a result of operating said business cause the following to occur:

- a. create monetary costs for the Association or other Lot Owners;
- b. create a danger to the health or safety of the occupants of other Lots;
- c. generate excessive noise or traffic;
- d. creates unsightly conditions visible from outside the dwelling;
- e. creates the potential for smoke, odors and fumes to enter another Lot Owner's dwelling; and
- f. any other guidelines promulgated in the Rules by the Board that further the ends of this provision.

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

15.8 Livestock, Poultry and Pets. No animals, livestock, or poultry (e.g. chickens, ducks, geese) of any kind shall be raised, bred or kept on any Lot, with the exception of dogs, cats or other household pets, which may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. No more than a maximum of two such household pets shall be kept on any Lot. "Control" for the above purposes shall mean on a leash or lead, within a vehicle, or within the Dwelling of the Owner, or within a fenced yard. No dog runs or similar structures are allowed in the Subdivision. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by loud barking or other offensive activity shall not be permitted. Failure to abide by these conditions shall result in fines, as authorized by the Board and further remedies available by law.

15.9 Underground Utilities. All gas, electrical, telephone, television and any other utility lines in the Subdivision are to be underground, including lines within any Lot which service installations entirely within that Lot.

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

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

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

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

15.14 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring Lots, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules adopted by the Board.

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

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

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

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

15.19 Limited Fuel Storage. No fuel oil, gasoline (except in an appropriate hand held container), propane (except one installed propane tank and one spare which used for an outdoor gas barbecue grill or fire pit), or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels used for heating may be used only during construction of the Dwelling until the permanent heating system is installed and operational. However, an Owner may install a generator for purposes of sustaining electrical supply to the Dwelling in the case of the loss of power, subject the approval of the Architectural Review Committee and in accordance with Farmington City ordinances and laws of the State of Utah.

15.20 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only and may not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

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

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

15.23 Landscaping. Landscaping for the Common Areas and Lots shall be maintained by the Association, in accordance with the Rules as delineated by the Association or unless an Owner states, in writing, that they will maintain all or part of their Lot which is associated with their deeded property. Prior written permission must be obtained from the Board for an Owner to

materially modify exterior landscaping on any Lot. Any approved modification of exterior landscaping shall be made at the Owner's sole expense.

15.24 Fencing. Fencing changes may not occur on any Lot without the prior written approval of the Architectural Review Committee. Private fencing within the Subdivision must be constructed of high-quality vinyl, metal/iron or similar synthetic material in architectural harmony with existing fencing in the Subdivision. The height, material, and specifications of the fence must be approved by the Architectural Review Committee. An Owner may install, at the Owner's sole expense (including any cost to repair existing landscaping or sprinkler system adjustment), fencing that complies with the requirements of this Declaration. Where there is common ownership with another Owner and/or Lot, or the Association, the costs of replacement fencing will be born equally (50/50) by each Party.

- a. The Board has discretion to increase an assessment against a particular Lot for any increased cost(s), including for landscape maintenance, as a result of fencing added by an Owner.
- b. Fence maintenance costs shall be borne by the Owner of each Lot, and where there is common ownership with another Owner and/or Lot, or the Association, maintenance costs shall be borne equally (50/50) by each Party.
- c. In the instance of all Lots and/or Owners that have a fence abutting the golf course, the Association will bear an equal (50/50) share of the costs with said Lots and/or Owners of the replacement and maintenance costs of any fencing that is replaced, repaired or maintained in conjunction with the provisions of this Section (15.24).

15.25 Vehicles & Parking. No vehicles are to be parked or stored on the front or side streets, lanes or driveways of the Lots unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances. No recreational vehicles, campers, motorcycles, ATVs, trailers, boats, or similar vehicles may be parked or stored in the driveways, streets, lanes or elsewhere within the Subdivision for more than 24 hours. With the exception of the number of cars that will fit in the driveway, recreational vehicles, campers, motorcycles, ATVs, trailers, boats, and similar vehicles must be parked or stored in a garage. The Association reserves the right to adopt Rules relating to the parking of vehicles within the Subdivision including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (3) the assessment of fines to Owners and occupants who violate such Rules. Any parking must comply with the city requirement for a 20-foot roadway clearance to all for the passage of emergency vehicles and equipment. No vehicles may be parked such that they block the sidewalk, pathways or mailboxes.

15.26 Number of Dwellings. Only one Dwelling or Structure may be constructed on any Lot.

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

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

15.29 Antennas, Solar Panels and Dishes. All antennas must be enclosed within the Dwelling. Solar panels will be permitted only with the consent of the Architectural Review Committee and in accordance with laws of the State of Utah. One satellite dish shall be permitted per household, unless prior approval is received by the Architectural Review Committee.

15.30 No Used or Temporary or Prefab Structure. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No prefabricated housing may be installed or maintained on any Lot.

15.31 Driveways. As required by other sections in this Declaration, up to three (3) automobiles are allowed to remain in the driveway. All driveways are to be constructed of concrete. No other driveway materials will be allowed unless prior written approval of the Architectural Committee is first obtained. Every garage shall be serviced by a driveway.

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

ARTICLE XVI ARCHITECTURAL REVIEW COMMITTEE

16.1 Architectural Review Committee "ARC". An Architectural Review Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering exterior Improvements. If no ARC is appointed, the Board will assume the duties and responsibilities of the ARC.

16.2 Approval by the ARC Required. No exterior Improvement of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ARC. Once an Improvement is approved by the ARC, the ARC shall oversee the construction of the Improvement. Approval of the ARC will be sought in the following manner:

- a. Plans Submitted. A written description or rendering of the proposed remodeling or construction must be submitted. The Plans shall include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the

work; (3) when remodeling will begin and conclude; (4) proper permits secured from all governmental entities; and (5) proposal to mitigate any nuisance to other Owner(s).

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

c. **Failure to Act.** If the ARC fails to respond within thirty (30) days, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and conditions of the Declaration and shall be in architectural harmony with the other Improvements in the Subdivision.

16.3 **Variances.** Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot. The Architectural Review Committee cannot grant any variance that has the effect of modifying applicable zoning and building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

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

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

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

ARTICLE XVII
LEASE RESTRICTIONS

17.1 Declaration and Rules Governing Non-Owner-Occupied Dwellings. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

17.2 Definitions. For the purpose of this section:

(a) "Non-Owner-Occupied Dwelling" means: (1) a Dwelling that is occupied by someone while no Owner occupies the Dwelling or (2) a Dwelling owned entirely by one or more entities or trusts; the Dwelling is occupied by anyone.

(b) "Family Members" means: (1) The parent, sibling, or child of an Owner and that person's spouse and/or children, or (2) in case of a Dwelling owned by a trust or other entity created for estate planning purposes, a person occupying the Dwelling if the trust or other estate planning entity that owns the Dwelling was created for the estate of (i) a current occupant of the Dwelling; or (ii) the parent, child, grandchild/grandchildren or sibling of the current occupant of the Dwelling.

17.3 Non-Owner-Occupied Dwellings. The following Dwellings may be Non-Owner-Occupied Dwellings:

- (a) A Dwelling by a person in the military for the period of the Owner's deployment;
- (b) A Dwelling occupied by a Family Member;
- (c) A Dwelling whose Owner (i) moves due to temporary humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Dwelling when the service has concluded;
- (d) A Dwelling whose Owner was relocated by the Owner's employer for two years or less;
- (e) A Dwelling owned by an Owner who uses the Dwelling as a primary residence and due to health reasons will be living in an assisted living, rehabilitation, or other long-term healthcare facility.

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

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

17.5 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Dwellings must comply with the following provisions:

- (a) Any Lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for the entire Dwelling, and shall provide as a term of the agreement that the Resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;
- (b) If required in the Rules of the Association or requested by the Board of Directors, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board of Directors;
- (c) A Non-Owner Occupant may not occupy any Dwelling for transient, hotel, resort, vacation, or seasonal use (whether for pay or not); and
- (d) The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner occupant. The Association the Board of Directors, and its agent shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Directors, and its agent arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

17.6 Acknowledgement of CCR's. An approved lease must contain a signed acknowledgment that the lessee has been provided a copy of the Declaration of Covenants, Conditions & Restrictions. Such acknowledgment shall include an understanding that the lessee is held responsible to abide by the conditions of such documents and that continued violation may constitute grounds for termination of said lease. The lease shall also contain a signed

acknowledgment by the lessor that they are responsible for the enforcement of the Declaration of Covenants, Conditions & Restrictions upon the lessee.

ARTICLE XVIII
GENERAL PROVISIONS

18.1 **Violation Deemed a Nuisance.** Any violation of these Covenants which is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association or by any other Owner.

a. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by any other Owner, or by the Association as an association of property owners. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and costs of court.

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

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

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

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

18.3 **Limited Liability.** Neither the Board, or the Architectural Review Committee or its individual members, or the Landscape Review Committee or its individual members nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under this Declaration, and without malice.

18.4 **Constructive Notice.** Every person who owns, occupies or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against his Lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any Lot.

18.5 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must be postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand or via electronic means are effective upon delivery.

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

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

18.8 Amendments. At any time, while this Declaration is in effect, the covenants herein contained can be modified by the affirmative vote of the Members representing sixty-seven (67%) percent of the total votes of the Association.

18.9 Governing Law. All provisions of this Declaration shall be construed and governed under the laws of the State of Utah.

Fairways of Oakridge Homeowners Association, Inc., a Utah non-profit corporation.

By: Christie DeGrendele
Christie DeGrendele

Its: President

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)