

WHEN RECORDED RETURN TO:

SCP Eaglewood Village, LLC  
1148 W. Legacy Crossing Blvd. Ste 400  
Centerville, UT 84014

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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JUN 02 2021

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND GRANT OF EASEMENTS FOR EAGLEWOOD VILLAGE**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Eaglewood Village (the "**Second Amendment**") is executed and adopted by SCP Eaglewood Village, LLC (the "**Declarant**").

**RECITALS**

A. The Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Eaglewood Village was recorded in the office of the Davis County Recorder on October 19, 2011 as Entry Number 2622174 (hereinafter the "Declaration").

B. The First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Eaglewood Village was recorded in the office of the Davis County Recorder on August 5, 2014 as Entry Number 2816565.

C. This Second Amendment affects the real property located in Davis County, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. The Owners and the Declarant desire to amend the Declaration as set forth in this Second Amendment to incorporate provisions that give power to a nonprofit owners association to govern and manage the Project. By signing below, the Owners and Declarant do hereby consent to, and approve, this Second Amendment.

E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

F. Pursuant to Article XIV, Section 14.03 of the Declaration, the undersigned hereby certifies that this Declaration and Bylaws were approved by Owners of the Sites owning more than 67% of the Buildable Acreage of all of the Sites in the project.

G. By signing below, Declarant hereby consents to the termination of all Declarant rights and obligations contained in the Declaration.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the Declarant and Owners hereby execute this Second Amendment, which shall be effective as of its recording date with the Davis County Recorder's office.

**(1) Amendment No. 1.** Article I, Section 1.03 shall be deleted in its entirety and shall be replaced by the following:

1.03 Submission. The real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant

confirms that that the Project and any Lot or parcel of land within the Project shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the terms and conditions contained in this Declaration, which shall constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Master Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors, and assigns. By acquiring any interest in a Lot or parcel of property within the Project, such Owner consents to, and agrees to be bound by each and every term and condition in the Governing Documents.

(2) **Amendment No. 2.** The following subsections shall be added to Article II, Section 2.01 of the Declaration as follows:

(ccc) "Master Association" or "Association" means and shall refer to the EAGLEWOOD VILLAGE MASTER ASSOCIATION, the membership of which shall include each Owner in the Project. The Master Association may be incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity or if the Owners act as a group without legal organization, "Master Association" as used in this Declaration shall refer to that entity or group. The Master Association shall be considered the "Manager" as that term is used in the Hillside Restrictive Covenant.

(ddd) "Governing Documents" shall mean and refer to the Declaration, the Plat, the Bylaws, the Rules, the Articles of Incorporation of the Master Association, and any other written instrument by which the Master Association may exercise power, manage, maintain, or otherwise affect the Project.

(3) **Amendment No. 3.** Subsections (o) and (p) shall be deleted from Article II, Section 2.01 of the Declaration, and all references to the term "Declarant" and the rights, duties, and authority of the Declarant shall be deemed to be expired and without any further force or effect. The language in the Declaration shall be interpreted as necessary to accomplish the intent for the Master Association to govern the Project without limitation or restriction from declarant rights.

(4) **Amendment No. 4.** Subsections (z) and (aa) shall be deleted from Article II, Section 2.01 of the Declaration, and all references to the term "Manager" and the rights, duties, and authority of the Manager shall now apply to the Master Association. The language in the Declaration shall be interpreted as necessary to accomplish the intent for the Master Association to govern the Project.

(5) **Amendment No. 5.** Article VII of the Declaration shall be deleted in its entirety and shall be replaced by the following Article VII:

ARTICLE VII  
ORGANIZATION & GOVERNANCE OF MASTER ASSOCIATION

7.1 **Organization.** The Master Association shall serve as the governing organizational body for the Project. The Master Association may exercise all rights and powers that the Governing Documents and Utah law expressly grant to it, as well as any right and powers that may reasonably be implied under the Governing Documents. The Master Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Element and Common Expenses, and other matters as provided in the Act and the Governing Documents. The Master Association shall have all rights and powers granted to it under the Act and the Governing Documents.

7.2 **Legal Organization.** The Master Association may be organized as a non-profit corporation. In the organization, reorganization, or amendment of any documents related to the legal organization of the Master Association, the terms in all such documents shall, to the extent possible



under the applicable law, be consistent with the terms in the Declaration and the Bylaws attached hereto or any lawful amendment thereto. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents consistent with the terms of the Declaration and Bylaws.

7.3 General Powers and Obligations. The Master Association shall have, exercise and perform all of the following powers, duties, and obligations: (i) the powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation; (ii) the powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah; (iii) the powers, duties, and obligations of an owners association pursuant to the Utah Community Association Act, or any successor thereto; (iv) the powers, duties, and obligations not reserved specifically to Owners; and (v) any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

7.4 Membership. Membership in the Master Association shall at all times consist exclusively of Owners. Each Owner shall be a Member of the Master Association so long as such Owner has an ownership interest in a Lot within the Project and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

7.5 Allocated Interest. Each Lot is entitled to a vote equal to its Allocated Interest for all matters related to the Master Association that Owners are permitted or required to vote or approve, and such votes shall be cast in accordance with the Bylaws. The Allocated Interest of each Lot shall have a permanent character and shall not be altered without the express affirmative written consent of at least sixty-seven percent (67%) of the total Allocated Interests of the Master Association. A recorded amendment or Supplement to this Declaration describing the approved changes is required to modify Allocated Interests. The Allocated Interest of each Lot shall be calculated by dividing the Buildable Acreage of such Lot by the total Buildable Acreage of all Lots in the Project. Notwithstanding the foregoing, the Declarant and/or the Master Association shall have the power to unilaterally adjust the Allocated Interest of each Lot as Additional Land and Lots are added or withdrawn from the Project, or as Lots are subdivided, through an amendment or supplement to this Declaration. The Allocated Interest of each Lot is set forth below:

<u>Lot</u>	<u>Parcel Numbers</u>	<u>Buildable Acres</u>	<u>Allocated Interest</u>
Lot 1A Eaglewood Village Sub. 3 <sup>rd</sup> Amd.	01-501-0001	1.23	3.48%
Lot 1B Eaglewood Village Sub. 4 <sup>th</sup> Amd.	01-520-0001	2.026	5.73%
Lot 1C Eaglewood Village Sub. 4 <sup>th</sup> Amd.	01-520-0002	2.024	5.72%
Lot 2 Eaglewood Village Sub. Amd.	01-472-0002	3.96	11.20%
Lot 3 Eaglewood Village Sub. Amd.	01-472-0006 & 01-472-0007	5.93	16.77%
Lot 4 Eaglewood Village Sub. Amd.	01-472-0004	8.99	25.42%
Lot 5 Eaglewood Village Sub. Amd.	01-472-0008 & 01-472-0009	9.50	26.87%
Lot 6 Eaglewood Village Sub. 2 <sup>nd</sup> Amd.	01-484-0006	1.70	4.81%

7.6 Record of Ownership. Every Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Secretary of the



Association who shall maintain a record of ownership of the Lots. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an Individual Assessment.

7.7 Member Voting. Each Lot is entitled to a vote based on its Allocated Interest in the Master Association, subject to any limitations on voting set forth in this Declaration and Bylaws. Member voting shall be conducted as set forth in the Bylaws. If there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose, except towards establishing a quorum.

7.8 Board of Directors. The governing body of the Master Association shall be the Board of Directors. The Board of Directors shall make all decisions and take all actions on behalf of the Master Association unless a decision or action is specifically required by the Governing Documents to be subject to Owner vote. The Board of Directors shall be elected by the Members of the Association pursuant to the election provisions of the Bylaws. The Bylaws may also set forth qualification requirements for serving on the Board. Except as otherwise provided in this Declaration, Bylaws, or the Articles of Incorporation, the Board of Directors shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board of Directors. Except as may be specifically provided in the Declaration, Bylaws, Articles of Incorporation, or by applicable law, no Owner or group of Owners other than the Board of Directors may direct the actions of the Association. The Board may retain professionals, including, without limitation, attorneys, accountants, managers, and bookkeepers to assist in any Board function. Notwithstanding anything to the contrary in this Section, Declarant appointed Board members shall not be bound by qualification requirements or any other requirements in the Bylaws. To the fullest extent permitted by applicable law, Board Members and officers of the Master Association shall not be liable to the Master Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any act, error, negligence, or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. If a Board Member or any officer of the Master Association (including the Declarant and its appointees) is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend, indemnify, and hold harmless such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out his/her duties.

7.9 Maintenance. The Board shall make provisions for completing all maintenance, repair, and replacement requirements of the Master Association. This shall include the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Element and Facilities. The Master Association shall do all such other and further acts that the Board of Directors deems necessary to preserve and protect the Common Element and the Project, in accordance with the general purposes specified in this Declaration. The Master Association may set maintenance standards for all areas within the Project and may assess any Neighborhood Association for the costs of maintenance or repair that the Master Association, in its reasonable discretion, determines is necessary to bring such areas in compliance with the Project's standards.

7.10 Paying Expenses. The Master Association shall provide for the payment of Common Expenses and any other obligations incurred by the Master Association.

7.11 Setting and Collecting Assessments. The Master Association shall establish, collect,



and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.

7.12 Title to Common Elements. The Master Association shall hold title to the Common Elements which are conveyed to it by the Declarant or other person, and shall pay all real property taxes and assessments levied upon any portion of the Common Elements, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments. Upon approval of sixty-seven percent (67%) or more of the Allocated Interests of the Master Association, the Board shall have the authority to transfer title to Common Element real property owned by the Master Association to governmental entities for public use, or to individual third parties for private use.

7.13 Rules. The Master Association shall have the authority to promulgate and enforce Rules for the regulation and operation of the Project. This provision is intended to be interpreted broadly and permit the Master Association to adopt rules governing all activities and uses within the Project which the Master Association may legally enforce. If Rules are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in other Governing Documents so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. Pursuant to Utah Code § 57-8a-218(15), the requirements of Utah Code §§ 57-8a-218(1) through (13), except subsection (1)(b)(ii), are hereby modified to not apply to the Master Association.

7.14 Enforcement Rights. In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Master Association may: (1) impose fines; (2) suspend Owners' rights to utilize the amenities within the Project; (3) collect rents directly from tenants if Owners fail to pay Assessments; (4) bring suit for legal or equitable relief for any lack of compliance with any provisions of this Declaration or Rules promulgated by the Board; (5) exercise self-help or take action to abate a violation in any situation which requires prompt action, or within a reasonable time in a non-emergency situation after notice has been given to the offending Owner; and (6) take any other action or seek any other remedy allowed by the Act or other applicable Utah law. The Board shall use its reasonable judgment to determine whether to exercise the Master Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, and may include in this analysis a decision of whether to compromise a claim made by or against the Board or the Master Association, and whether to pursue a claim for an unpaid Assessment. The Master Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (i) the Master Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (iii) a technical violation has or may have occurred and the violation is not material as to a reasonable Person or does not justify expending the Master Association's resources; or (iv) it is not in the Master Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides to forego enforcement, the Master Association is not prevented from later taking enforcement action. The Board shall not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.

7.15 Interpretation of the Covenants. Except for judicial construction, the Board shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Master Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefitted or bound by the covenants and provisions hereof.



7.16 Notices. Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. The use of the term "written notice" in this Declaration or other Governing Document shall include notices sent via email, text, facsimile, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or otherwise physically received by an Owner.

Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Board, or the Association's Manager, an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, addressed to the office of the Manager of the Association (if any); or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any); or if there is none, to the President of the Association. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

7.17 Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes. The Association may use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act.

7.18 Use of Funds Collected by the Association. All funds collected by the Master Association, including Assessments and contributions to the Master Association paid by the Owners, if any, shall be held by the Master Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Common Element and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Master Association managing, maintaining, caring for, and preserving the Common Element and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

7.19 Dissolution. The Association may be dissolved by the affirmative assent in writing Owners holding at least ninety percent (90%) of the Allocated Interest of the Master Association. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Elements, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in this Declaration.

7.20 Other Necessary Rights. The Master Association and the Board shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

(6) **Amendment No. 6.** The following Bylaws shall be adopted by the Master Association and shall be added as Exhibit D of the Declaration:

## EXHIBIT D

### BYLAWS OF EAGLEWOOD VILLAGE MASTER ASSOCIATION

These BYLAWS OF EAGLEWOOD VILLAGE MASTER ASSOCIATION are effective upon recording in the Davis County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

#### RECITALS

A. The Master Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted in order to complement the Declaration, to further define the rights of the Master Association and the Owners, to provide for the ability to effectively govern and operate the Master Association and the planned development Project known as Eaglewood Village and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

#### ARTICLE I DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eaglewood Village.

#### ARTICLE II APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Structures or the mere act of occupancy or use of any said Structures or the Common Elements will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

#### ARTICLE III OWNERS

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting



of the Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Owners holding not less than forty percent (40%) of the Allocated Interests of the Master Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of a valid Owner request.

3.3 **Place of Meetings.** The Board may designate any place in Utah that is reasonably convenient for the Owners as the place of Owner meetings. In addition, the Association may hold and conduct Owner meetings through any type of electronic means that allows Owners to communicate orally in real time including telephone and video conferencing; and all Owners participating electronically shall be considered present at the meeting.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and location (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Master Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the address of an Owner's Structure shall be deemed to be the Owner's registered address and notice to the Structure address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Master Association if he or she has fully paid his or her Assessment account (together with interest or other fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Master Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum.** Any number of Owners present in person or by proxy at any meeting duly called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions. The vote of the Owners representing a majority of the Allocated Interest of the Owners in attendance in person or by proxy, shall decide any question or action brought before the meeting. Notwithstanding the foregoing, if the Act, or Governing Documents require a fixed percentage of Owners' Allocated Interests to approve any specific action (e.g., amending Governing Documents), that percentage shall be required to approve such action.



3.8 **Proxies.** At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Master Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

3.9 **Votes.** Owners shall be entitled to vote on each matter submitted to an Owner vote in person, by proxy, or by any type of written or electronic ballot. Owners shall have the number of votes appertaining to the Lot of such Owner, as set forth in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not more than thirty (30) days delinquent shall be entitled to vote.

3.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.11 **Action Taken Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Minutes of Meetings.** The Secretary or the Manager shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each annual meeting of the Owners shall be made available to requesting Owners within sixty (60) days of the annual meeting.

#### ARTICLE IV BOARD OF DIRECTORS

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

4.2 **Number and Qualifications**. The Board of Directors shall be composed of three (3) persons. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.

4.3 **Election**. The election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting is not permitted.

4.4 **Term of Office**. The terms of the Board Members shall be three (3) years. The terms of Board Members shall be staggered and overlap so that elections for Board Member positions are held each year. Board Members may serve consecutive terms if elected. At the first election following turnover, the Person(s) receiving the highest number of votes shall serve a three (3) year term, the Person(s) receiving the next highest vote total shall serve a two (2) year term, and the Person receiving the lowest vote total shall serve a one (1) year term. If the Board is composed of five (5) members, then two Persons shall serve initial three (3) year terms, two (2) Persons shall serve initial two (2) year terms, and one (1) Person shall serve an initial one (1) year term.

4.5 **Regular Meetings**. The Board shall hold meetings at least annually or more often at the discretion of the Board.

4.6 **Special Meetings**. Special meetings may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.

4.7 **Meeting Notice**. Notice of Board Meeting date, time, and location shall be delivered personally, by email, by text, or by telephone, to all Board members and any Lot Owners who have requested notice at least two days in advance of the meeting. Any Director may waive notice of a meeting. By unanimous consent of the Board, special meetings may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Owner Attendance**. Any Owner may request notice of Board meetings by requesting such notice from a Board member and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific time period during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

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



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

- (a) Consult with legal counsel to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

4.11 **Board Meetings Generally.** The Board may designate any place in Davis or Salt Lake County as the meeting place for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. If a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.

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

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.14 **Resignation and Removal.** Board Members may resign at any time by delivering a written resignation to another Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Board Members appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the Allocated Interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 **Vacancies.** If vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. A vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the

unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

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

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

4.18 **Adjournment.** The Board may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 **Meeting.** A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

## ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall have the rights and powers set forth in this Article, or as otherwise designated by the Board.

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

5.3 **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may determine.

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

5.5 **Vacancies.** If a vacancy occurs in an office for any reason, or if a new office is created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

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



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

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

5.9 **Compensation**. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

## ARTICLE VI INDEMNIFICATION

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

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

6.3 **Insurance**. The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability

asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend and indemnify such person against liability under the provisions of this Article.

6.4 **Settlement by Association.** The right of any person to be defended and indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

## ARTICLE VII AMENDMENTS

7.1 **Amendments by Association.** The Bylaws may be amended by the Owners upon the affirmative vote of more than sixty-seven percent (67%) of the Allocated Interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Davis County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any Owner signature shall be required. No amendment shall in any way restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

## ARTICLE VIII MISCELLANEOUS PROVISIONS

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

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

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

(6) **Conflicts.** All remaining provisions of the Declaration and any prior amendments not specifically amended in this Second Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(7) **Incorporation and Supplementation of Declaration.** This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.



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BK 7772 PG 991

\* \* \* \*

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment and consents to the termination of Declarant rights this 28<sup>TH</sup> day of MAY, 2021.

SCP EAGLEWOOD VILLAGE, LLC  
a Utah limited liability company

By: [Signature]

Name: OWEN FISHER

Its: MANAGER

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On the 28<sup>TH</sup> day of MAY, 2021, personally appeared before me OWEN FISHER who by me being duly sworn, did say that she/he is an authorized representative of SCP Eaglewood Village, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary: [Signature]



IN WITNESS WHEREOF, the undersigned Owner has executed this Second Amendment and consents to its recording this 28<sup>TH</sup> day of May, 2021.

VILLAGE STATION NSL, LLC  
a Utah limited liability company

By: [Signature]

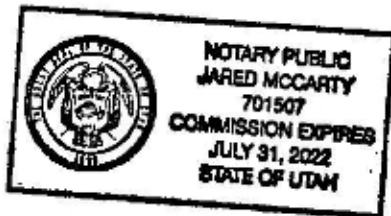
Name: Nathan W. Pugsley

Its: Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVE )

On the 28 day of MAY, 2021, personally appeared before me NATHAN W PUGSLEY who by me being duly sworn, did say that she/he is an authorized representative of Village Station NSL, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary: [Signature]





IN WITNESS WHEREOF, the undersigned Owner has executed this Second Amendment and consents to its recording this 24<sup>th</sup> day of May, 2021.

**EAGLEWOOD LOFTS II, LLC**  
a Utah limited liability company

By: [Signature]

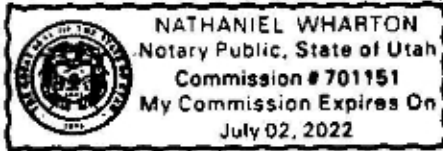
Name: BENJAMIN LOWE

Its: Manager of manager

STATE OF UTAH            )  
  ) ss.  
COUNTY OF Salt Lake )

On the 24<sup>th</sup> day of May, 2021, personally appeared before me Benjamin Lowe who by me being duly sworn, did say that she/he is an authorized representative of Eaglewood Lofts II, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary: [Signature]



IN WITNESS WHEREOF, the undersigned Owner has executed this Second Amendment and consents to its recording this 24<sup>th</sup> day of May, 2021.

**EAGLEWOOD LOFTS, LLC**  
a Utah limited liability company

By: [Signature]

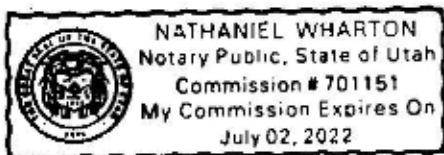
Name: BENJAMIN LOWE

Its: Manager of Manager

STATE OF UTAH            )  
  ) ss.  
COUNTY OF Salt Lake )

On the 24<sup>th</sup> day of May, 2021, personally appeared before me Benjamin Lowe who by me being duly sworn, did say that she/he is an authorized representative of Eaglewood Lofts, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary: [Signature]



**EXHIBIT A**

[Legal Description]

Lots 2 through 5 of **EAGLEWOOD VILLAGE SUBDIVISION AMENDED**, according to the official plat filed in the office of the Davis County Recorder.

**Parcel Numbers:** 01-472-0002, 01-472-0004, 01-472-0006, 01-472-0007, 01-472-0008,  
01-472-0009

Lot 6 of **EAGLEWOOD VILLAGE SUBDIVISION 2ND AMENDMENT**, according to the official plat filed in the office of the Davis County Recorder.

**Parcel Number:** 01-484-0006

Lots 1A of **EAGLEWOOD VILLAGE SUBDIVISION 3RD AMENDMENT**, according to the official plat filed in the office of the Davis County Recorder.

**Parcel Numbers:** 01-501-0001

Lots 1B and 1C of **EAGLEWOOD VILLAGE SUBDIVISION 4th AMENDMENT**, according to the official plat filed in the office of the Davis County Recorder.

**Parcel Numbers:** 01-520-0001, 01-520-0002