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**AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
COBBLESTONE VILLAGE**

**A
Planned Residential Unit Development
in
Layton, Davis County, Utah**

*LOT PARCEL NUMBERS: 10-067-0111 through 10-067-0112 and 10-276-0001 through
10-276-0035*

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This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COBBLESTONE VILLAGE ("Declaration") is effective when recorded with the Davis County Recorder's Office by the Cobblestone Village Homeowners Association, Inc., a Utah nonprofit corporation, ("Association").

RECITALS

- A. Cobblestone Village is a planned residential unit development located in Layton, Davis County, Utah.
- B. Cobblestone Village was created under and is governed by the Utah Community Association Act (U.C.A. §57-8a-101 et seq.), ("Act") as amended from time to time.
- C. Cobblestone Village was made subject to the "Declaration of Covenants, Conditions and Restrictions" of Cobblestone Village" as recorded with the Davis County Recorder on March 22, 2007 as Entry Number 2254605 ("Original Declaration").
- D. The Association and its Owners desire to completely amend and restate the Original Declaration to bring it up to date with legislative requirements, to better clarify the division of responsibility between the Owners and the Association, to eliminate ambiguities, and to improve the Declaration overall.
- E. Under Section 17.05, the Declaration may be amended if Owners holding at least seventy-five percent (75%) of the total votes of the Association consent and agree to such amendment(s). However, the Act legally reduces the voting requirements to sixty-seven percent (67%) of the total votes of the Association. See U.C.A. §57-8a-104(1).
- F. Accordingly, at least 67% of the total votes of the Association have consented and agreed to this Declaration, as evidenced by the consent and approval instruments attached hereto as Exhibit D.
- G. This Declaration supersedes and replaces the Original Declaration, and any amendments thereto, in its entirety.
- H. The Association intends that the Owners, Occupants, Mortgagees, and all other Persons hereafter acquiring any interest in the Project shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of planned residential unit ownership for the Project, and for establishing rules for the use, occupancy, management, and enjoyment thereof.

ARTICLE I. DEFINITIONS

The capitalized terms used in this Declaration shall have the meanings set forth in this Article. Unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate

1.1. **Act** shall mean the Utah Community Association Act, codified beginning at Utah Code § 57-8a-101 et seq., as the same may be amended from time to time.

1.2. **Articles** shall mean and refer to the Articles of Incorporation for the Association, as amended and restated from time to time.

1.3. **Assessments** shall mean any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other Governing Documents, including annual, special, and individual assessments.

1.4. **Association** shall mean the Cobblestone Village Homeowners Association, Inc. a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

1.5. **Board** or **Board of Directors** shall mean the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws. The Board is the governing body of the Association.

1.6. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.

1.7. **Bylaws** shall mean the Bylaws of the Association attached hereto as Exhibit B, as the same may be amended from time to time.

1.8. **Common Areas** shall mean the land identified on the Plat as Common Area, any Association signs or monuments, street signage, street lighting, private streets and sidewalks, open landscaping and leisure areas, playground and sandbox areas, parking spaces, Project perimeter fencing, and other similar improvements, all central utility lines and similar improvements intended to serve more than one Living Unit, whether located on a Lot or lying outside of the Lot.

1.9. **Common Expenses** shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair, and replacement of the Common Areas or other components which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; (f) expenses incurred by the Association or its Board of Directors in carrying out their authorized obligations and responsibilities; (g) common utility expenses paid by the Association, which may include sewer, water, trash, cable, data, and internet services; and (h) other miscellaneous charges incurred by the Association or the Board pursuant to the Act or the Governing Documents.

1.10. **Declaration** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cobblestone Village, as may be amended from time to time.

1.11. **Design Guidelines** shall mean the requirements governing the location, color, materials, and architectural design of dwellings, structures, and improvements within the Project as adopted by the Board as provided herein.

1.12. **Governing Documents** shall mean collectively, the Declaration, Plat, Articles, Bylaws, and any Rules adopted by the Board.

1.13. **Limited Common Areas** shall mean those portions of the Common Areas specifically designated as Limited Common Area in this Declaration or the Plat and allocated by this Declaration or the Plat for the exclusive use of one or more Lots to the exclusion of other Lots. The Limited Common Areas include the driveways and walkway from the driveway to the front porch.

1.14. **Living Unit** or **Unit** shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with the garage and all improvements located on a Lot which are used in connection with such residential structure. The Living Unit shall include, without limitation, the roof, exterior surfaces, exterior and interior doors, windows and window frames, the foundation, garage and garage doors, exterior trim, gutters, downspouts, patio, and the front porch. The Living Unit shall also include all mechanical equipment and appurtenances located outside the Living Unit but designed to serve only that Living Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, equipment, fixtures and the like. All pipes, wires, conduits, utility lines, or other similar installations serving only the Living Unit, and any

structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Living Unit.

1.15. **Lot** shall mean each of the individual Lots within the Project, as shown on the Plat. A Lot shall include the Living Unit or other improvement or structure constructed thereon. Each Lot consists generally of all structures on or within the boundary of the Lot. The Lot shall extend to the center of the Party Wall, which shall form the boundary of the Lots sharing that wall. Subject to dividing lines between Lots, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Lot is part of the Lot if it: (1) is part of and an integral part of the Living Unit's structure (such as bay windows, pop-outs, eaves, etc.); or (2) was constructed as part of the original construction of the Lot. Reference to a Lot shall include reference to the Living Unit where applicable.

1.16. **Manager** shall mean a Person, if any, selected by the Board to manage the affairs of the Association and Project.

1.17. **Member** shall mean and refer to an Owner.

1.18. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.19. **Mortgagee** shall mean any Person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.20. **Occupant** shall mean any Person, living, dwelling, visiting, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, guests, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Living Unit. Occupants shall be bound by the Restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.

1.21. **Owner** shall mean the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.22. **Party Wall** shall mean a wall, including without limitation a foundation and exterior wall, that forms part of a Living Unit and is located on or adjacent to a boundary line between two or more adjoining Lots or Living Units that are owned by more than one (1) Owner and is used or is intended to be used by the Owners of the benefitted Living Units as a structural partition wall. A Party Wall may be separated by a sound board between two or more Living Units.

1.23. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.24. **Plat** shall mean and refer to the official subdivision plat(s) of Cobblestone Village P.R.U.D., filed and recorded in the official records of the Davis County Recorder's Office, as amended. The Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on the Plat and required by the Act are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

1.25. **Project** shall include the real property described in Exhibit A, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to Cobblestone Village P.R.U.D.

1.26. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.27. **Roadways** shall mean the private streets throughout the Project, as shown on the Plat, that are owned by the Association and that are a part of the Common Areas.

1.28. **Rules** shall mean and refer to the rules, resolutions, regulations, policies, design guidelines, etc. adopted by the Board.

1.29. **Supplemental Declaration** shall mean and refer to a written instrument recorded in the records of the Davis County Recorder, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

ARTICLE II. PROJECT DESCRIPTION

2.1. **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 Association declares that the Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name**. The Project, as submitted to the provisions of this Declaration, shall be known as Cobblestone Village. The Project is not a cooperative or condominium.

2.3. **Description of Improvements**. The major improvements within the Project include thirty-four (34) attached townhome-style Living Units. Seven (7) buildings contain 4 attached Living Units, and one (1) building contains 5 attached Living Units. Each Living Unit will be built upon a Lot. The Common Areas include the Roadways, open space, and other items described herein or identified on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements in the Project as determined by the Board. The Lots, their locations, and approximate dimensions are indicated on the Plat.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership**. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event an Owner fails or refuses to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Voting Rights**. Except as otherwise disallowed in this Declaration or the Bylaws, Owners shall be entitled to one (1) vote per Lot owned.

3.3. **Multiple Ownership Interests**. 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.

3.4. **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.

ARTICLE IV. EASEMENTS AND RIGHTS IN COMMON AREAS

4.1. **Easement of Enjoyment** Each Member shall have a 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. This right of easement shall only extend to each Owner's Limited Common Area appurtenant to their Lot, and not to other Limited Common Areas.

4.2. **Title to Common Areas** Title to the Common Areas shall remain in the name of the Association.

4.3. **Limitation on Easement** A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

- 1) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- 2) The right of Davis County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across the Common Areas, parking area, or walkway contained within the Project for purposes of providing police and fire protection and providing any other governmental or municipal service;
- 3) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules; and
- 4) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the Owners.

4.4. **Delegation of Use** An Owner may delegate his right of use and enjoyment to the Common Areas to family members, tenants, or contract purchasers who reside on the Project. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner, as described in the preceding Section.

4.5. **Association Easement** The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents. The Association, its Board, employees, agents, and contractors shall also have a right and easement upon, across, over, or under a Lot or Living Unit as needed to carry out its duties and to fulfill its obligations under the Governing Documents. Other easements may be provided on the Plat.

4.6. **Easement for Utility Services** In addition to the easements identified on the Plat, the Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable. If any utility company or municipal authority requests that a more specific easement be granted in its favor in substitution for the easement hereby established with respect to the Common Areas, the Board shall have the power

and authority, without the need for any consent by the Owners to grant the more specific easement on such terms and conditions as the Board deems appropriate. It is intended that this utility easement be construed broadly and such easement shall specifically include the areas directly underneath and across the entire Lot and main floor of each Living Unit for the installation and maintenance of utility lines across and through each townhome building and all Living Units therein.

4.7. **Easements for Encroachments**. If any portion of a Common Area encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot, Limited Common Area, or the Common Area as a result of the manner in which the improvements were initially approved or constructed, or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

4.8. **Party Wall Easement**. Each Owner hereby acknowledges and agrees that a Party Wall may presently encroach upon or overlap the Owner's Lot. Each Owner hereby grants to the adjoining Owner of the other Lot that shares the Party Wall, an easement over and upon its Lot for the purpose of maintaining the Party Wall. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the Party Wall.

ARTICLE V. BUDGET AND ASSESSMENTS

5.1. **Annual Budget**. The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas, and for the administration, management, and operation of the Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to the Owners within thirty (30) days after adoption.

5.2. **Covenant to Pay Assessments**. Each Owner of a Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including without limitation, all Annual, Special, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

5.3. **Purpose of Assessments**. Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

5.4. **Annual Assessments**. Annual Assessments shall be made on a calendar year basis. The Board shall give written notice of each Annual Assessment not less than fifteen (15) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly or quarterly installments on dates established by the Board. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the new amount.

5.5. **Special Assessments**. The Board may levy Special Assessments payable over such a period as the Board may determine 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 Annual

Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; shortfalls in the annual budget; or for any other expense incurred or to be incurred as provided in this Declaration. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the amount(s) and manner determined by the Board and provided in the notice.

5.6. **Individual Assessments.** In addition to Annual and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas or Limited Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Living Unit and its Owner into compliance with the Governing Documents; (d) nonpayment of a Reinvestment Fee; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating to any of the foregoing, regardless of whether a lawsuit is filed. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Owner's or his/her Occupants' negligence.

5.7. **Allocation of Assessments.** Annual and Special Assessments shall be fixed at a uniform rate for all Lots, unless otherwise provided in the Governing Documents. Individual Assessments shall be allocated separately to each Lot based on the fine amount or any costs incurred by the Association.

5.8. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

5.9. **No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association owes the Owner money, or that the Association is not properly exercising its duties and powers as provided in this Declaration.

5.10. **Certificate Regarding Payment.** Upon the request of an Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely

thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee as permitted in the Act.

5.11. **Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorney fees shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made pursuant to Utah Code §57-8a-301; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning 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 such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' 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 therefore.

5.12. **Billing and Collection Procedures.** The Board shall have the right to adopt Rules setting forth procedures for the billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident at the Project.

5.13. **Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

5.14. **Collection Charge.** Delinquent accounts shall be charged a late fee in an amount determined by the Board each month until the Owner's account (including all collection charges, costs, and attorneys' fees) is paid in full. Interest shall accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and/or late fees shall constitute part of the Assessment lien provided above until paid.

5.15. **Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Assessments:

- 1) The Association may suspend such Owner's voting rights.
- 2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Davis County against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot

secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4) If the delinquent Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

5) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

6) Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

7) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

5.16. **Power of Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §§57-1-20 and 57-8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

5.17. **Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance of Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law.

5.18. **Reinvestment Fee.** The Association, through the Board, shall establish a Reinvestment Fee assessment in accordance with this Section and Utah Code §57-1-46. The following terms and conditions shall govern Reinvestment Fees:

1) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Davis County Recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

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

3) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

5.19. **Account Payoff Fees**. The Association may charge a fee for providing Association payoff information needed in connection with financing, refinancing, or closing of the sale of a Lot as provided for in Utah Code §57-8a-106. The amount of such fee shall be fifty dollars (\$50.00) or as otherwise established in the Rules or the Act. Additional paperwork required in a private sale between an Owner and purchaser may be obtained from the Association but may incur additional fees.

5.20. **Association Responsibility after Foreclosure**. If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay Assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Mortgagees cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

5.21. **Homestead Waiver**. Pursuant to Utah Code §57-8a-301, and to the extent any liens are created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, each Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time-to-time hereafter.

ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. **Organization of Association**. The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Areas, Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board of Directors.

6.2. **Legal Organization**. The Association may be incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

6.3. **General Powers and Obligations**. The Association shall have, exercise, and perform all of the following powers, duties, and obligations:

- 1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles;
- 2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- 3) The powers, duties, and obligations of a homeowner's association pursuant to the Act;
- 4) The powers, duties, and obligations not reserved specifically to Owners; and
- 5) 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.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.4. **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, the following:

1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

3) **Rulemaking.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.

4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association. The Association may assess fines to Owners, Occupants, or their guests for violations of the Governing Documents in accordance with the provisions of the Governing Documents and the Act.

6) **Title to Common Areas.** The Association holds title to Common Areas.

7) **Employment of Agents, Advisers, and Contractors.** The Association may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, garbage removal, snow removal, or what is convenient for the management, maintenance, and operation of the Project. Any agreement with a Manager shall not exceed a term of two (2) years, renewable by agreement of the parties for a successive two (2) year term.

8) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted, subject to the limitations set forth in Article XVI.

9) **Bulk Service Agreements.** The Association may enter into agreements, as the Board deems appropriate, for the provision of cable, television, internet, telephone, or other similar services for all of the Lots or groups of Lots. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

10) **Loans.** The Association shall have the authority to obtain loans for the efficient operation of the Association and may use Common Area and other assets of the Association as collateral for financing. A majority vote of the Board shall be required prior to obtaining any loan.

6.5. **Liability.** Board Members and officers of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action 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 Association is made a party to any proceeding because the individual is or was a Director or officer of the Association, the Association shall indemnify 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.

6.6. **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws. The Bylaws may set forth qualifications and requirements for serving on the Board.

6.7. **Registration with the State.** In compliance with Utah Code §57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

6.8. **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

6.9. **Management.** The Project may be managed by a professional manager selected by the Board to assist in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

ARTICLE VII. MAINTENANCE

7.1. **Common Area Maintenance.** The Association shall maintain, repair, and replace all Common Areas including, without limitation, the Roadways, those portions of private utility lines that are shared or serve more than a single Living Unit, and Project signage. The Association shall maintain the landscaping, including the sprinkler system, throughout the Project so long as such landscaping is readily accessible to the Association as determined by the Board, except for any landscaping that has been installed by an Owner without the approval of the Association. The Association shall also maintain, repair, and replace the perimeter fencing throughout the Project. The improvements required to be maintained by the Association shall be done in a safe condition and in a good and workmanlike manner such as to carry out the purpose for which such improvements are intended. Certain utilities may be dedicated to a local municipality, at which point the Association shall no longer have the maintenance, repair, and replacement responsibilities described above.

7.2. **Maintenance Allocation Chart.** A maintenance allocation chart has been attached hereto as Exhibit C, which further defines and clarifies Association and Owner maintenance, repair, and replacement responsibilities. The maintenance allocations provided in this Article shall clarify, expand upon, and supersede any maintenance provisions contained in the Plat or other Governing Documents. Unless the maintenance, repair, and replacement obligation is expressly assumed by the Board, such obligation shall be fulfilled by the Owners. In the event of a conflict between this Article VII and Exhibit C, Exhibit C shall control, except as determined by the Board.

7.3. **Lot and Living Unit Maintenance.** The Association shall maintain the roofs, stucco, and other exterior surfaces (excluding windows, window surfaces, doors, and garage doors and surfaces), soffit, fascia, gutters, and downspouts of the Living Units. Subject to the

architectural controls provided in Article X and except for exterior building components the Association is expressly obligated to maintain, repair, and replace, each Owner shall have the obligation to provide exterior and interior maintenance of the Lot and Living Unit including but not limited to maintenance, repair, replacement, and care of the structural elements of the Lot and Living Unit, foundations, windows, doors, garages, garage doors, patios, porches, and steps. As necessary or desirable, each Owner shall paint, repair, and otherwise maintain the interior of his Living Unit and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating, and air conditioning systems. Owners shall own, maintain, repair, and replace all individual utility lines serving only their Lot or Living Unit regardless of location. Fencing that encloses a back patio area or any patio privacy fencing shall be maintained, repaired, and replaced by the Owners. Landscaping within an enclosed back patio area shall be maintained by the Owners. Further descriptions of Owner maintenance, repair, and replacement responsibilities may be contained in the Rules or Exhibit C.

7.4. **Limited Common Area.** The Owners are responsible to keep the Limited Common Areas clean and tidy and to remove snow and ice from thereupon. The repair and replacement of the driveways and walkway to the porch shall be the responsibility of the Association, but the removal of snow and ice thereupon shall be the responsibility of the Owners unless expressly assumed by the Association.

7.5. **Party Wall.** By acceptance of a deed to a Lot, each Owner hereby acknowledges, agrees, and understands that it is essential that the Party Wall be maintained in good condition and repair to preserve the integrity of the Living Units as they are used and occupied by Owners. Each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the Party Wall. With respect to the surface components of the Party Wall, each Owner agrees to maintain and keep in good condition and repair, including the making of replacements as needed, all surface components which face into such Owners' respective Living Unit. With respect to pipes, conduits, ducts, and other utility service lines and connections which benefit only one or more, but fewer than all, of the Owners, the Owner(s) benefited solely thereby shall be fully and personally responsible for the cost of maintaining such items in good condition and repair, including the making of replacements as needed. If the need for maintenance or repair of the Party Wall is caused through the willful or negligent act of any Owner or his/her Occupant, the cost of such maintenance or repairs shall be the sole and exclusive expense of such Owner. With respect to structural components of the Party Wall, including a foundation, except as may be otherwise provided in the immediately preceding sentences, the Owners benefitted by the Party Wall agree to share equally in the cost of maintenance and upkeep thereof in good condition and repair, including the replacement thereof as necessary. If there is a dispute over the responsibility for maintenance or repair of a Party Wall, the Association may, but shall not be required to, intervene and determine each Owner's responsibility. The Association shall have the powers set forth in Section 7.6 below to remedy any neglect in performing Party Wall maintenance responsibilities.

7.6. **Owner Maintenance Neglect.** The Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot or Living Unit for the purpose of maintaining and repairing such Lot or any improvement thereon; but only if the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted

herein. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot.

7.7. **Maintenance Caused by Owner Negligence.** If the need for maintenance or repair of Common Areas is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment to which such Lot is subject.

7.8. **Services.** In the discretion of the Board, the Association may provide or contract for services deemed by the Board to be of benefit to the Project in carrying out its obligations hereunder.

7.9. **Utilities.** The charges for utilities that are metered separately to each Lot or Living Unit shall be the responsibility of the respective Lot Owner. In the event water, electrical, sewer, or other utilities are metered collectively or metered separately for Common Areas, then the Association shall be responsible for paying for such utility expenses, which expenses shall be a Common Expense of the Association and shall be paid through regular assessments.

ARTICLE VIII. INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

8.1. **Insurance.** The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. **Property Insurance.**

1) The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings with attached Living Units, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Living Unit or otherwise permanently part of or affixed to Common Areas or the Living Units, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

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

c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Living Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

2) **Owner Responsibility for Payment of Deductible.** If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

a) The Association's policy provides primary insurance coverage, and:

i) the Owner is responsible for the Association's policy deductible; and

ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

b) An Owner that has suffered damage to any combination of a Living Unit ("Living Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Living Unit Damage ("Living Unit Damage Percentage") for that Living Unit to the amount of the deductible under the Association's property insurance policy; and

c) If an Owner does not pay the amount required under Subsection b) above within 30 days after substantial completion of the repairs to, as applicable, the Living Unit or the Limited Common Area appurtenant to the Living Unit, the Association may levy an Individual Assessment against the Owner for that amount.

3) **Claims Under the Deductible.** If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

4) **Deductible Notice.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection 2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

5) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal property, and each Owner shall be responsible for obtaining and maintaining such personal property insurance.

8.3. **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

8.4. **Director's and Officer's Insurance.** Unless deemed impractical by the Board or unless coverage is not available, the Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, and failure to enforce the Governing Documents (if available). In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager when the claims pertain to actions made within their authority.

8.5. **Theft and Embezzlement Insurance.** The Association may obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association.

8.6. **Worker's Compensation Insurance.** The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.

8.7. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

8.8. **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

8.9. **Right to Negotiate Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

8.10. **Insurance Trustee.** In the discretion of the Board or upon written request executed by Owners holding at least 50% of the entire voting interest of the Association, the Board shall hire

and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.

8.11. **Owner Act Cannot Void Coverage Under Any Policy**. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.12. **Waiver of Subrogation against Owners and Association**. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

8.13. **Applicable Law**. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE IX. USE RESTRICTIONS

9.1. **Use of Common Areas**. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

9.2. **Use of Living Units**. Each Living Unit shall be used only as a single-family dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Living Unit except with the prior written consent of the Board and applicable governmental entities. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Living Unit; the business activity does not involve persons coming on to the project who do not reside in the Project; the business activity does not involve the solicitation of Occupants or Owners; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances. The leasing of a Living Unit for a period of at least 90 days shall not be a violation of this Section.

9.3. **Offensive or Unlawful Activities**. No noxious or offensive activities shall be carried on upon any Lot, Living Unit, or Common Area, nor shall anything be done or placed on any Living Unit or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Living Units, or the Common Areas, or which is a source of annoyance to Occupants. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.4. **Recreational Vehicles**. No boats, trailers, motorhomes, large trucks, commercial vehicles, RVs, or the like belonging to Owners or other Occupants of the Project shall be parked within the Project except as allowed by the Rules, but then, if allowed, only for immediate loading and unloading purposes. No motor vehicle of any kind shall be repaired, constructed, or reconstructed within the Project, except for emergency repairs to vehicles. Inoperable, unlicensed, or unregistered vehicles are prohibited in the Project. The Board is authorized to adopt Rules that vary or expand upon the restrictions set forth in this Section.

9.5. **Pets/Animals**. Up to two (2) household pets are allowed in accordance with the Rules and applicable municipal ordinance and regulation. Pets/Animals may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive. Savage or dangerous animals are prohibited, as determined by the Board. The Board may adopt Rules adding pet/animal registration requirements and deadlines, and further restrictions related to pets/animals including, but not limited to, quantity limitations, requirements for registration, the use of leashed and noise barking limitations, and the types of pets or breeds of pets that will be allowed at the Project. All pets/animals must be properly licensed and registered with the appropriate governmental agency and be in compliance with all applicable municipal ordinances and regulations. Pets/animals shall abide by all pet/animal Rules adopted by the Board and Owners shall be subject to fines for any violations thereof. Pets/animals may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on the Common Areas or the Lot of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passersby by lunging at them or chasing passing vehicles. Pets/animals may not be tied or tethered in the Common Areas and shall be leashed or under the immediate control of its owner whenever outside a Living Unit. Pets/animals that routinely violate Rules and/or create a nuisance, as determined in the discretion of the Board, are subject to removal upon request of the Board. Any service animals or other animals within the Project pursuant to applicable fair housing laws are subject to the foregoing restrictions and all Rules related to Pets, except for those that would violate fair housing laws.

9.6. **Machinery and Equipment**. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Living Unit or appurtenant structures. Machinery or equipment used by the Association or its contractors for the maintenance of the Common Areas shall not be subject to the restrictions of this Section.

9.7. **Nuisances**. No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs, or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance. A nuisance includes, but is not limited to, the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in, or about a Lot or the Common Areas;
- 2) The storage of any item, property or thing that will cause any Lot or the Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- 4) The storage of any substance, thing, or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- 5) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;
- 6) Any illegal activity;

7) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;

8) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees; and

9) Too much noise or traffic in, on or about any Lot or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.

9.8. **Signs, Flags, and Banners.** The Association may regulate and restrict signs in the Project to the extent permitted by law. The Board may adopt Rules for the regulation of signs that vary or expand upon the provisions of this Section. No signs, banners, flags, or the like shall be erected or maintained on any Lot, except:

- 1) Signs required by legal proceedings or applicable laws;
- 2) A U.S. flag flown in conformity with the Freedom to Display the American Flag Act and the Act at §219, as further provided by the Rules;
- 3) One (1) standard "for sale" or "for lease" sign that may be displayed in the window of a Living Unit or outside the Living Unit in locations and in sizes provided in the Rules;
- 4) political, religious, and holiday symbols in sizes and in locations and during times allowed by the Rules;
- 5) Other signs allowed in the Rules or approved by the Board.

9.9. **Trash Container.** All garbage and trash shall be placed and kept in the garbage containers supplied to each Living Unit. The Association may adopt additional Rules for the storage, collection, and concealment of trash containers.

9.10. **Parking.** Parking is limited within the Project. Roadways within the Project are a designated fire lane and parking is prohibited thereupon and upon the aprons leading to a driveway. Parking is allowed in the Living Unit's garage and driveway and any other places so designated by the Association, if any. If the Association establishes parking spaces within or upon the Common Areas residents and their visitors shall have an easement for such parking. Additional parking and visitor parking must be done on nearby public streets. The Board is authorized to adopt and implement Rules expanding or varying these restrictions pertaining to parking within the Project. The Board may hire at their discretion a third-party parking enforcement company to enforce any Rules, including the towing of any vehicles in violation of this Section or other parking Rules. Vehicles improperly parked shall be subject to fines and may be towed in the Board's discretion.

9.11. **No Patio / Deck Storage.** No observable outdoor storage of any kind shall be permitted on the exterior of Living Units including patios, porches, decks, etc., except for patio furniture and portable barbecue grills in good condition, and other items allowed by the Rules. Outdoor furniture, grills, and other allowed items shall conform with standards set by the Board, which may include the regulation of colors and materials and allowed locations.

9.12. **Window Coverings.** Every Owner shall be obligated to ensure that window coverings are installed in compliance with any reasonable Rules pertaining to the type, color, material, etc. of window coverings.

9.13. **Leases.** The leasing of Units is permitted subject to the requirements set forth herein and in any Rules adopted by the Association. The leasing of any Unit shall be for a term of at least six (6) months. No short-term leasing of a Living Unit is permitted. The Board may adopt Rules to

regulate the leasing of Units which may include, but are not limited to: requiring a copy of each lease to be provided to the Board, reporting of name and contact information for all adult tenants, reporting of vehicle information of the tenants, and any other information deemed necessary by the Board. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents. Within 10 days after delivery of written notice of the creation of a nuisance or violation of the Governing Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her actions. In the event that the Owner or Occupant fails to act accordingly, the Board may initiate eviction Proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so.

9.14. **Solar Energy Systems.** Solar energy systems and attendant equipment shall not be permitted in the Project unless approved by the Board. The Board may set forth rules and guidelines for the installation of solar panels or other energy conservation equipment. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Lot, Living Unit, or townhome building. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system benefitting the Owner's Unit. If an approved solar energy system (installation, operation, maintenance, or otherwise) creates costs to the Association, then the Board may allocate these costs to the Owner who requested or benefit from the installation as the Board in its sole discretion determines. The costs arising under this Section shall be assessed and collected as an Individual Assessment. The Board shall have the sole discretion to determine compliance with this Section.

9.15. **No Subdivision.** No Owner shall cause a Lot or Living Unit to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot of Unit shall be void and of no effect.

9.15. **Variances.** The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Board determines in its discretion (by unanimous vote): (i) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (ii) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Association or other Owners and Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. No variance may be granted that is inconsistent with the Act.

ARTICLE X. ARCHITECTURAL CONTROLS

10.1. **Architectural Controls.** The designs of all structures and Living Units in the Project shall be limited to those approved by the Board. In the event of any reconstruction of an improvement or Living Unit due to a casualty, the design, quality, and appearance of the reconstructed improvement shall be substantially the same as the structure initially built, unless otherwise approved by the Board. No exterior painting, landscaping, grading, excavation, building, fence, wall, residence, or other structure, or alteration of any kind, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, have been approved in writing by the Board. Any modifications or improvements that jeopardize the safety or integrity of the building or other Units are prohibited.

10.2. **Design Guidelines.** The Board may adopt "Design Guidelines" for the purpose of maintaining a consistent character and quality of appearance of the improvements within the Project. The Design Guidelines may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The

Design Guidelines may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended.

10.3. **Variances**. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Guidelines. Such variances must be in writing and must be signed by all of the members of the Board. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any provisions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

10.4. **Liability for Damages**. The Board shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE XI. ENFORCEMENT

11.1. **Compliance with Restrictions and Rules**. Each Owner and Occupant shall fully and faithfully comply with the Restrictions imposed by this Declaration and the Rules. Owners and Occupants, as applicable, shall be jointly and severally liable for any fines for violations thereof.

11.2. **Enforcement of Governing Documents**. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all the provisions of this Declaration and such Rules.

11.3. **Noncompliance**. Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. The Board, at its discretion may record a "Notice of Noncompliance" on the offending property. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association shall be an Individual Assessment.

ARTICLE XII. MORTGAGE PROTECTION

12.1. **Title in Mortgagee**. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee.

However, such first Mortgagee shall be responsible for all Assessments levied while it holds title to the Lot.

12.2. **Notice of Default by Owner.** In the event an Owner neglects, for a period of sixty (60) days or more, to cure any failure on his part to perform his obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Owner's Lot.

12.3. **Priority.** No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

12.4. **Mortgagee Protection.** No breach of the Restrictions contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such Restriction and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, Trustee's sale, or by deed or assignment in lieu of foreclosure.

12.5. **Prior Liens Relate Only to Individual Lots.** All taxes, Assessments, and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

12.6. **Matters Requiring Mortgagee Approval.** Notwithstanding any other provision within this Declaration to the contrary, at least 2/3 of the first Mortgagees of any Lot as then appear on the official records of the Davis County Recorder, shall have given their prior written approval before the Association shall be entitled to: (a) by act or omission, seek to abandon or terminate the Project; (b) change the pro rata interest or obligations for any individual Lot for the purpose of levying Assessments or allocating distributions of hazard insurance proceeds or condemnation awards; (c) by act or omission, seek to abandon, encumber, sell, or transfer the Common Area (granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Project shall not be deemed a transfer within the meaning of this clause); or (d) use hazard insurance proceeds for losses to the Project (Common Area) for other than the repair, replacement, or reconstruction of such property.

12.7. **Amendment.** No provision of this Article XII may be amended without the prior written consent of at least 2/3 of all first Mortgagees as appear on the official records of the Davis County Recorder, as of the date of the vote regarding such amendment.

ARTICLE XIII. RIGHT OF ENTRY

13.1. **Right to Enter.** The Association acting through the Board, or its duly authorized agent, shall have the right at all times to enter upon any Lot on the areas located outside the exterior boundaries of a Living Unit, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Living Unit without the consent of the Lot Owner unless there is an emergency threatening another Living Unit, the Occupants of another Living Unit, or the structural integrity of a townhome building; or the Association needs to enter to evaluate an insurance loss covered by an Association policy. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot or Living Unit under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from intentional or willful misconduct.

ARTICLE XIV. AMENDMENTS

14.1. **Amendments by Association.** This Declaration may be amended upon the affirmative vote of at least sixty (60%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Davis County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature used for voting shall be required. Notwithstanding, the foregoing, the Members' authority to amend Articles XII and XVI of this Declaration is subject to the amendment restrictions set forth therein, and any amendment purporting to modify the provisions of Articles XII and XVI shall be null and void unless such amendment is in compliance with the amendment provisions and restrictions therein.

14.2. **Necessary Amendments.** The Association may unilaterally amend this Declaration without Owner vote if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to satisfy the requirements of any local, State, or Federal governmental agency; or (c) to correct any scrivener's error.

ARTICLE XV. MISCELLANEOUS

15.1. **Notices.** Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if provided in a manner allowed by the Act, personally delivered, posted on an official website of the Association, emailed, texted, 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, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. 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.

15.2. **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.

15.3. **Dissolution.** The Association may be dissolved by the affirmative assent in writing from one-hundred percent (100%) of the Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles 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 Areas on a pro rata basis which

conforms substantially with the Assessments procedure, terms and conditions set forth in Article V.

15.4. **Interpretation and Severability.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

15.5. **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

15.6. **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

15.7. **Condemnation.** If a portion of the Common Areas is taken by eminent domain, or sold under threat thereof, and is not comprised of and does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association. If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, then that Lot's interest in the Common Areas shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking.

15.8. **Attorney Fees.** If the Association utilizes legal counsel to enforce any Restriction, or after an Owner communicates or demonstrates an intent not to comply with a Restriction, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner as an Individual Assessment, regardless of whether a lawsuit is initiated or not. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.

17.9. **Security.** The Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner or Occupant agree by purchasing a Lot in this Association that the Association and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES,

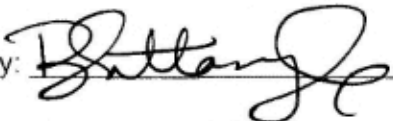
EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

15.10. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its filing in the office of the Davis County Recorder.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by a duly authorized representative.

DATED as of the 20 day of February, 2023.

Cobblestone Village Homeowners Association, Inc.
A Utah nonprofit corporation

By: 
Its: HOA president

State of Utah)
) ss:
County of Weber)

On the 20 day of February, 2023, personally appeared before me Brittany Cox who by me being duly sworn, did say that she/he is an authorized representative of Cobblestone Village Homeowners Association, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public Heather Gillespie

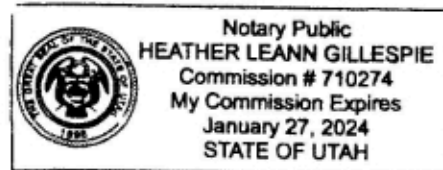


EXHIBIT A
LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF LEGACY VILLAGE PHASE 1, A POINT IN THE SOUTH RIGHT OF WAY LINE OF 1000 NORTH STREET (A 84' ROAD) IN LAYTON, DAVIS COUNTY, UTAH, WHICH POINT LIES N89°D54'50"E 527.81 FEET AND S00°D05'10"E 42.00 FEET FROM THE NW CORNER OF SAID SECTION 20; THENCE ALONG SAID RIGHT OF WAY N89°54'50"E A DISTANCE OF 259.00 FEET; THENCE LEAVING SAID RIGHT OF WAY AND PROCEEDING S00°11'20"W A DISTANCE OF 142.00 FEET; THENCE N89°54'50"E A DISTANCE OF 151.00 FEET; THENCE S00°11'20"W A DISTANCE OF 222.50 FEET; TO THE NORTH LINE OF LAYTON CROSSING COMMERCIAL SUBDIVISION, THENCE ALONG SAID NORTH LINE S89°54'50"W A DISTANCE OF 410.00 FEET; TO THE EAST LINE OF LEGACY VILLAGE PHASE 3 P.R.U.D.; THENCE ALONG LEGACY VILLAGE P.R.U.D. PHASE 3, PHASE 2 AND PHASE 1, N00°11'20"E A DISTANCE OF 364.50 FEET; TO THE SOUTH LINE OF 1000 NORTH STREET AND THE POINT OF BEGINNING.

CONTAINING 2.94 ACRES.

Also known as Lots 1 through 34, Cobblestone Village, a Planned Residential Unit Development.

LOT PARCEL NUMBERS: 10-067-0111 through 10-067-0112 and 10-276-0001 through 10-276-0035

EXHIBIT B
AMENDED BYLAWS
OF
COBBLESTONE VILLAGE HOMEOWNERS ASSOCIATION, INC.

These BYLAWS OF COBBLESTONE VILLAGE HOMEOWNERS ASSOCIATION, INC. 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") and hereby replace and supersede any prior Bylaws.

RECITALS

A. The Association is organized for 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.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Cobblestone 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 Cobblestone 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 mere acquisition or rental of any of the Living Units or the mere act of occupancy or use of any said Living Units or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

ARTICLE III
OWNERS

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year between the months of April and September 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, and the transaction of 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.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than thirty-five percent (35%) of the voting interests of the 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 the Owner request.

3.3 **Place of Meetings.** The Board may designate any place in Davis County that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all 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 message, hand-delivery, or regular mail. If sent by email or text message, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the 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 Owner's Living Unit shall be deemed to be the Owner's registered address and notice to the Living Unit 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 if he or she has fully paid his or her Assessment account (together with any interest and/or late 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 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.** The presence of any Owners, whether in person or by proxy, at any duly called meeting that is called and held in compliance with the requirements of this Article, shall constitute a quorum for any meeting of the Owners.

3.8 **Proxies.** At each Association 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. 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.

3.9 **Votes.** With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes

appertaining to the Lot of such Owner, as shown 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, 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 by those Members in attendance 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 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 is responsible to ensure that minutes are taken of all meetings of the Owners and the Board. The taking of meeting minutes may be delegated to the Manager. 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) indication as to whether the vote was approved or disapproved, and (5) the 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.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Powers.** The Project and the affairs and business of the Association shall be 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 property, business, and affairs of the Association shall be governed and managed by a Board of Directors 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. No two (2) Board Members may reside in the same Living Unit or be business partners if the business is related to their ownership of a single Lot. 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. Cumulative voting is not permitted.

4.4 **Term of Office.** At the first annual Owners meeting following the adoption of these Bylaws, three (3) new Board Members shall be elected by the Owners. The candidate receiving the most votes shall serve a 3-year term, the candidate with the second most votes a 2-year term, and the candidate with the third most votes a 1-year term. Thereafter, the Owners shall elect Board Members for three (3) year terms and Board terms shall be staggered so at least one (1) Board Member position is up for election at each annual meeting. If Board terms become unstaggered for any reason, the Board may select how the unstaggered terms will become staggered.

4.5 **Regular Meetings.** The Board shall hold at least two (2) regular Board meetings in a calendar year.

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

4.7 **Meeting Notice.** Notice shall be given to Board Members and Owners who have requested notice personally, by email, or by telephone, including text message at least two (2) business days' in advance of the meeting, except when notice to Owners is not required under the Act. By unanimous consent of the Board, Board 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 when required by the Act.

4.8 **Quorum and Manner of Action.** A majority of the then authorized 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.

4.9 **Open Meetings.** Except as provided below in (a) through (f), 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 an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the 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.

4.10 **Board Meetings Generally.** The Board may designate any place in Davis County as the place of meeting 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.

4.11 **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 taken the action in dispute.

4.12 **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.

4.13 **Resignation and Removal**. A Board Member may resign at any time by delivering a written resignation to the Manager, and if there is no Manager, the resignation notice shall be sent to all other Board Members. Unless otherwise specified therein, such resignation shall take effect upon delivery. 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 entire voting interests of the Association. At such 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 unanimous vote of the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings or becomes more than sixty (60) days delinquent in the payment of any Assessment. 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.

4.14 **Vacancies**. If vacancies occur in the Board 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. Any 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.

4.15 **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.

4.16 **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.

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

4.18 **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, Vice President, Secretary, Treasurer, and such other officers as may be appointed 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 the next ensuing meeting of the Board following the Annual Meeting of the Owners and 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 from time to time determine.

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

5.5 **Vacancies.** If a vacancy occurs in an office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **Delegation to Manager.** As it deems appropriate, the Board may delegate an officer's powers and responsibilities to the Manager selected by the Board to assist in the management and operation of the Association. When delegated, the Board reserves the right to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

5.7 **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."

5.8 **Secretary.** The Secretary is responsible to ensure that minutes of Association meetings are kept and that the books and records of the Association are maintained as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.9 **Treasurer.** The Treasurer is responsible for 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 at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.

5.10 **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 COMMITTEES

6.1 **Designation of Committees.** The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No committee

members shall receive compensation for services rendered to the Association as a member of a committee; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.

6.2 **Proceeding of Committees.** Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 **Quorum and Manner of Acting.** At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to the Manager, and if there is no manager, to the President and Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies.** If a vacancy occurs in a committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** In addition to the indemnification provisions and requirements set forth in the Declaration, 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 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 indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, 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.

7.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be entitled 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 that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** As further provided in the Declaration, the Board 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, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, 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 or indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be 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 VIII AMENDMENTS

8.1 **Amendments by Association.** The Bylaws may be amended by the Owners upon the affirmative vote of more than a majority of the voting interests 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.

ARTICLE IX MISCELLANEOUS PROVISIONS

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

9.2 **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 shall include 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.

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

IN WITNESS WHEREOF, the Association has executed and adopted these Bylaws on behalf of the Association. These amended Bylaws have been approved by more than a majority of the Association's voting interests.

DATED this 20 day of February, 2023.

Cobblestone Village Homeowners Association, Inc.
A Utah nonprofit corporation

By: *Brittany Cox*

Its: HOA President

State of Utah)
) ss.
County of Weber)

On the 20 day of February, 2023, personally appeared before me Brittany Cox who by me being duly sworn, did say that she/he is an authorized representative of Cobblestone Village Homeowners Association, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public *Heather Gillespie*

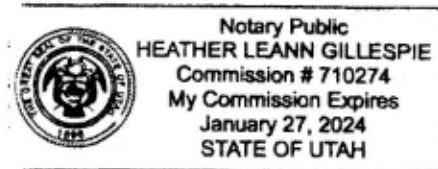


EXHIBIT C
MAINTENANCE ALLOCATION CHART

ITEM	HOA	OWNER	NOTES
GENERAL NOTE			Shared items are to be resolved between the Owners involved in use of the item, unless expressly maintained by the Association. Exterior modifications require approval from the Association and shall adhere to Design Guidelines and policies.
A/C Pad & Unit		X	
Address Numbers	X		
Attic		X	
Cable/Satellite TV		X	
Ceiling		X	
Circuit Breakers for Unit		X	
Common Area amenities	X		
Door and Door Frames – Exterior		X	Painted, maintained, repaired, and replaced by Owners.
Door and Door frames – Interior		X	
Door Hardware/doorbell		X	
Doorsteps/stoops/porch		X	
Drains – Living Unit & Limited Common Patio/Porch		X	
Driveways	X		
Dryer Vent Cleaning		X	
Electrical Wiring/Panel		X	
Exterior Wall Finishes (Rock/Stucco/Siding, etc.)	X		
Fences	X	X	-Project perimeter fencing = HOA -Fencing enclosing a patio area or other non-Project perimeter fencing = Owner -Patio privacy fences = Owners
Fireplace, Flue, & Vent Pipes – Cleaning & Repair		X	
Floor Coverings		X	
Foundation - Structural		X	
Foundation – Cracks, cosmetic		X	
Furnace		X	
Garage Door Openers, Springs, Hinges, Parts		X	
Garage Doors		X	Painted, maintained, repaired, and replaced by Owners
Gas Pipes (from meter to inside Living Unit)		X	
Hose Bib/Faucet/Spigot		X	
Hot Water Heater		X	
Insurance Coverage – Property (attached buildings)	X		
Insurance Coverage - HO6 Policy		X	
Insurance Coverage - Loss Assessment		X	

Insurance Deductible	X	X	Deductible assessed to Owners pro-rata according to losses. HO6 deductible is Owner's responsibility.
Landscaping Irrigation Lines / Heads	X		
Landscaping throughout Project	X		Except as otherwise provided in the Declaration – if backyard/patio area has been enclosed, Owner shall be responsible
Lights – eaves, porch & garage fixtures & bulbs		X	
Overhead balcony (if any)	X	X	Repaired and Replaced by Association; kept clean and tidy by Owner; snow removal by Owner
Patios and decks repair and replacement		X	
Patios and decks clean and snow removal		X	
Mailbox & Stand/Structure	X		USPS or HOA
Mailbox Lock & Key		X	USPS or Owner
Paint - Exterior wall surfaces and trim finishes	X		
Paint - Interior		X	
Pest Control affecting a Living Unit		X	
Pest Control affecting the Common Areas	X		
Phone Lines		X	
Plumbing Valves, Pressure Regulator		X	Point of connection/Meter to the Living Unit – Owner Before point of connection/Meter – HOA
Plumbing Main Line		X	Point of connection/Meter to the Living Unit – Owner Before point of connection/Meter – HOA
Plumbing Leak		X	Point of connection/Meter to the Living Unit – Owner Before point of connection/Meter – HOA
Plumbing – Clogging/Stoppage		X	Point of connection/Meter to the Living Unit – Owner Before point of connection/Meter – HOA
Plumbing Pipes Inside Unit		X	
Posts/Columns near front doors	X		Stained/Painted and replaced by Association
Project Signage	X		
Railings – front porch, patio (if any)		X	
Rain Gutters and Downspouts – clean-out, repair, replacement	X		
Roof – repair & replacement	X		
Screen Doors		X	
Sewer pipes & utilities – serving Living Unit		X	
Sewer pipes & utilities – shared or serving more than one Living Unit	X		
Shutters	X		
Sidewalks on Common Areas	X		
Sliding Glass Doors		X	
Snow Removal – Walkway to porch, porch, patio, and deck		X	
Snow Removal – driveways		X	Unless expressly assumed by the Association in the Board's discretion.

Snow Removal –Common Areas (roads, sidewalks)	X		
Storm Drains	X		
Street Lights	X		Unless handled by City or others
Termites, pests, rodents, insects, etc.		X	
Trash (Dumpster)	X		Unless handled by City
Vent covers - Exterior		X	
Wall - Bearing Interior Wall		X	
Wall - Partition Interior Wall		X	
Water - Culinary	X		
Water - Landscape	X		Unless metered to the individual Unit owner
Weather stripping		X	
Windows – Glass, Screens, frames, boxes		X	Includes broken glass

** Unless expressly deemed herein to be an Association maintenance obligation or unless expressly assumed by the Association, the maintenance obligations shall be fulfilled by Owners.

EXHIBIT D

OWNER CONSENT AND APPROVAL BALLOTS

Stevie Gillespie

From: Rick and Aimee Davis <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Wednesday, November 9, 2022 1:51 PM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com

Approved for both proposals.
Thanks, Rick and Aimee Davis

From: Alliance Property Management
Sent: Friday, October 21, 2022 12:37 PM
To: davis5457@hotmail.com
Subject: stevie@apmutah.com

10/21/2022

Hello Valued Residents,

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

* Proposed CC&Rs - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20CC&Rs.pdf>

* Proposed Bylaws - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20Bylaws.pdf>

Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks. Please understand that casting your vote is crucial, and we request your assistance as we work through this process. There are several methods through which you can submit your ballot, including:

* Reply to the emailed notice indicating your vote of approval or non-approval of the Amended Declaration (CC&Rs) and your vote of approval or non-approval of the Amended Bylaws.

* Request a DocuSign copy by emailing stevie@apmutah.com.

* Scan the completed ballot and email the scan to stevie@apmutah.com; or text a picture of the completed ballot to 347-934-2362.

* Submit the completed ballot in person to a member of the board; Brittany Cox, Daniel Olinger, or Jodi Rees.

* Mail or drop off the ballot at our office:

Alliance Property Management
4655 S 1900 W Suite 6

Stevie Gillespie

From: Brittany Cox <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Saturday, October 22, 2022 11:20 AM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com
Attachments: cobblestone_village_proposed_governing_documents_brittany_cox_102122.pdf; msg-22842-471.html

I approve of the amended declaration and bylaws.

Brittany Cox

> On Oct 21, 2022, at 12:37 PM, Alliance Property Management wrote:

>
>
>

> 10/21/2022

> Hello Valued Residents,

>

> In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

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> Request a DocuSign copy by emailing stevie@apmutah.com.

> Scan the completed ballot and email the scan to stevie@apmutah.com; or text a picture of the completed ballot to 347-934-2362.

> Submit the completed ballot in person to a member of the board; Brittany Cox, Daniel Olinger, or Jodi Rees.

> Mail or drop off the ballot at our office:

> Alliance Property Management

> 4655 S 1900 W Suite 6

> Roy, UT 84067

>

Stevie Gillespie

From: D Ann DaBell <dtmanagement27@gmail.com>
Sent: Tuesday, November 22, 2022 3:37 PM
To: Stevie Gillespie
Subject: Re: Cobblestone Village General Membership Meeting Notice

Stevie,

I approve of the amended CC&Rs.

D'Ann, Manager
Blue Gem Management, LLC

On Tue, Nov 22, 2022 at 3:00 PM Stevie Gillespie <Stevie@apmutah.com> wrote:

Hi D'Ann!

Thank you for replying, however the form you attached was just the proxy for attending the General Membership Meeting. We are looking for the ballot with your vote on the governing document amendments that have been proposed. Below is the original notice and attached is the ballot. If it's easier than completing the ballot, feel free to just reply to this email with your votes of approval or disapproval of the Proposed Amended CC&Rs and the Proposed Amended Bylaws. Thank you!

Hello Valued Residents,

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

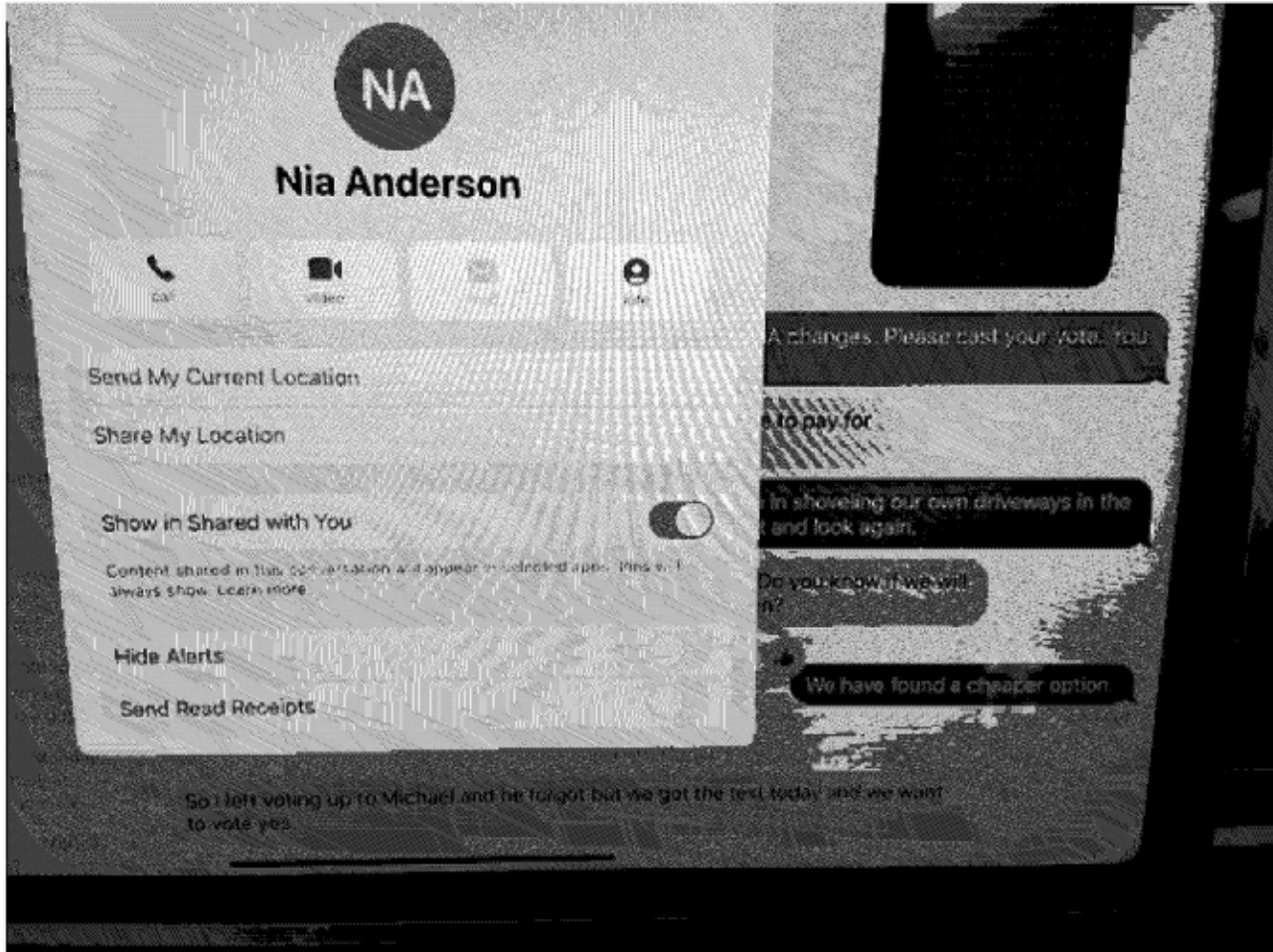
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Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. **We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks.** Please understand that casting your

Stevie Gillespie

From: Jodi Rees <reesjl@yahoo.com>
Sent: Friday, November 18, 2022 10:28 AM
To: Stevie Gillespie
Subject: Re: Revised Governing Documents



This is a vote from Nia and Michael Anderson.

Sent from my iPhone

On Nov 15, 2022, at 12:54 PM, Stevie Gillespie <Stevie@apmutah.com> wrote:

This will work! Thank you, Jodi.

Stevie Gillespie

From: Daniel Olinger <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Wednesday, October 26, 2022 3:43 PM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com

Amber and Daniel Olinger approve the amended by-laws.

On Wed, Oct 26, 2022, 3:40 PM Stevie Gillespie <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us> wrote:

> Thank you! Can you also please confirm your approval of the Amended
> Bylaws, as well?

>
>
> [image001.png]

>
> From: Daniel Olinger
> Sent: Wednesday, October 26, 2022 10:34 AM
> To: Stevie Gillespie
> Subject: Re: stevie@apmutah.com

>
> Daniel and Amber vote to approve the Amended Declaration.

>
> On Fri, Oct 21, 2022 at 12:37 PM Alliance Property Management <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us> wrote:

>
>>
>> 10/21/2022
>> Hello Valued Residents,
>>
>> In order to better serve the association, in partnership with the
>> Cobblestone Village Board and our legal counsel, we have reviewed the
>> current governing documents and propose amended CC&Rs and Bylaws. These
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>>
>> - Proposed CC&Rs -
>>
> <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20CC&Rs.pdf>
>>

Stevie Gillespie

From: Marla Lewis <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Monday, November 14, 2022 10:03 PM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com
Attachments: cobblestone_village_proposed_governing_documents_marla_casagrande_102122.pdf

I approve the Amended Declaration (CC&Rs) and the Amended Bylaws.

Marla Lewis Casagrande On Friday, October 21, 2022 at 12:37:33 PM MDT, Alliance Property Management wrote:

10/21/2022 Hello Valued Residents,

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

- Proposed CC&Rs - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20CC&Rs.pdf>
- Proposed Bylaws - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20Bylaws.pdf>

Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks. Please understand that casting your vote is crucial, and we request your assistance as we work through this process. There are several methods through which you can submit your ballot, including:

- Reply to the emailed notice indicating your vote of approval or non-approval of the Amended Declaration (CC&Rs) and your vote of approval or non-approval of the Amended Bylaws.
- Request a DocuSign copy by emailing stevie@apmutah.com.
- Scan the completed ballot and email the scan to stevie@apmutah.com; or text a picture of the completed ballot to 347-934-2362.
- Submit the completed ballot in person to a member of the board; Brittany Cox, Daniel Olinger, or Jodi Rees.
- Mail or drop off the ballot at our office:

Alliance Property Management
4655 S 1900 W Suite 6
Roy, UT 84067

If there are any questions pertaining to the content of the proposed documents, please feel free to reach out to Alliance at 801-728-0454 or by email to info@apmutah.com for more information.

Thank you all so much for your attention to this notice.

-Alliance Property Management & The Cobblestone Village Board


2:01

* 5G  

← Paul Cordero



Hey Paul, this is Heather with Alliance. We are down to the deadline with the governing document revision at Cobblestone HOA and need one more vote to get approval. I've noticed we haven't received your vote on the revision; is there anything I can do to help get your vote for approval today?

 Yes, I vote yes.

Thank you! To be clear you approve the Bylaw Amendment as well as the CC&R Amendments presented in October 2022?

 Yes!

We really appreciate your approval!

Now - SMS



Text message



Stevie Gillespie

From: Jodi Rees <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Sunday, October 23, 2022 11:00 AM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com
Attachments: cobblestone_village_proposed_governing_documents_jodi_rees_102122.pdf; msg-11058-59.html

I vote to approve both documents sent out in the previous email.

Thanks,
Jodi Rees

Sent from my iPhone

On Oct 21, 2022, at 12:37 PM, Alliance Property Management <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us> wrote:

10/21/2022

Hello Valued Residents,

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

- Proposed CC&Rs - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20CC&Rs.pdf>
- Proposed Bylaws - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20Bylaws.pdf>

Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. **We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks.** Please understand that casting your vote is crucial, and we request your assistance as we work through this process. There are several methods through which you can submit your ballot, including:

- Reply to the emailed notice indicating your vote of approval or non-approval of the Amended Declaration (CC&Rs) and your vote of approval or non-approval of the Amended Bylaws.
- Request a DocuSign copy by emailing stevie@apmutah.com.

Stevie Gillespie

From: Brett Larkins <sherelynl@hotmail.com>
Sent: Monday, October 31, 2022 1:10 PM
To: Stevie Gillespie
Subject: Re: I approve of both amendments

Ron larkins 1022 w 950 n layton utah 84041

Sent from my MetroPCS 4G LTE Android device

----- Original message -----

From: Stevie Gillespie
Date: Mon, Oct 31, 2022 12:56 PM
To: Brett Larkins;
Cc:
Subject: RE: I approve of both amendments

Thank you so much! For the written record, can you please just confirm that your submitted approval is for the following:

Ronald Larkins
1022 W 950 N
Layton, UT 84041

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents. The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

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- Proposed Bylaws - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-weserve/01.cobblestone-village-hoa/Cobblestone%20Amended%20Bylaws.pdf>

Thank you!



Community Association Manager
Stevie Gillespie



PHONE: (801) 784-6239
EMAIL: stevie@apmutah.com
ADDRESS: 4655 S 1900 W Suite 6
Roy, UT 84067
WEBSITE: www.apmutah.com



Stevie Gillespie

From: Yunkai Lu <hokie2004@gmail.com>
Sent: Wednesday, November 23, 2022 11:40 AM
To: Stevie Gillespie
Subject: Re: Cobblestone Village Proposed Amended Documents Notice/Ballot

Dear Stevie,

This is Yunkai Lu, owner of cobblestone unit #15 (or maybe #16?) with the address 1061 W 950 N, Layton 84041.

I would like to cast my vote of approval of both the Amended Declaration (CC&Rs) and the Amended Bylaws.

Thank you. Have a great day.

Yunkai

On Tue, Nov 22, 2022 at 3:52 PM Stevie Gillespie <Stevie@apmutah.com> wrote:

Hello Valued Residents,

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

- Proposed CC&Rs - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20CC&Rs.pdf>
- Proposed Bylaws - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20Bylaws.pdf>

Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. **We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks.** Please understand that casting your vote is crucial, and we request your assistance as we work through this process. There are several methods through which you can submit your ballot, including:

- Reply to the emailed notice indicating your vote of approval or non-approval of the Amended Declaration (CC&Rs) and your vote of approval or non-approval of the Amended Bylaws.
- Request a DocuSign copy by emailing stevie@apmutah.com.

Stevie Gillespie

From: Ilona Simpson <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Monday, October 31, 2022 5:15 PM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com
Attachments: cobblestone_village_proposed_governing_documents_ilona_simpson_102122.pdf;
msg-10818-681.html

I approve Amended Declaration (CC&Rs) and
I approve Amended Bylaws

Ilona Simpson
933 N 1075 W

Sent from my iPhone

> On Oct 21, 2022, at 12:37 PM, Alliance Property Management wrote:

>
>
>

> 10/21/2022

> Hello Valued Residents,

>

> In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

>

> The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

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> Proposed Bylaws - <https://www.apmutah.com/user/pages/04.hoa/17.hoa-communities-we-serve/01.cobblestone-village-hoa/Cobblestone%20Amended%20Bylaws.pdf>

>

> Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks. Please understand that casting your vote is crucial, and we request your assistance as we work through this process. There are several methods through which you can submit your ballot, including:

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> Request a DocuSign copy by emailing stevie@apmutah.com.

> Scan the completed ballot and email the scan to stevie@apmutah.com; or text a picture of the completed ballot to 347-934-2362.

> Submit the completed ballot in person to a member of the board; Brittany Cox, Daniel Olinger, or Jodi Rees.

> Mail or drop off the ballot at our office:

> Alliance Property Management

Stevie Gillespie

From: Jacob Passey <alliancepropmgmt-mail-system@alliancepropmgmt.mailer.appfolio.us>
Sent: Wednesday, November 9, 2022 8:07 PM
To: Stevie Gillespie
Subject: Re: stevie@apmutah.com

Follow Up Flag: Follow up
Flag Status: Flagged

As the owners of 1028 W 950 N townhome we Approve the Amended Declaration (CC&Rs) and Approve the Amended Bylaws.

Let us know you received our vote.

Thanks,
Jacob & Stacie Passey
P

From: Alliance Property Management
Sent: Friday, October 21, 2022 12:37 PM
To: jacobpassey@hotmail.com ; staciepassey@gmail.com
Subject: stevie@apmutah.com

10/21/2022

Hello Valued Residents,

In order to better serve the association, in partnership with the Cobblestone Village Board and our legal counsel, we have reviewed the current governing documents and propose amended CC&Rs and Bylaws. These documents will enable the association to run more efficiently and will provide clarity on a number of issues that are vague or not addressed in the current documents.

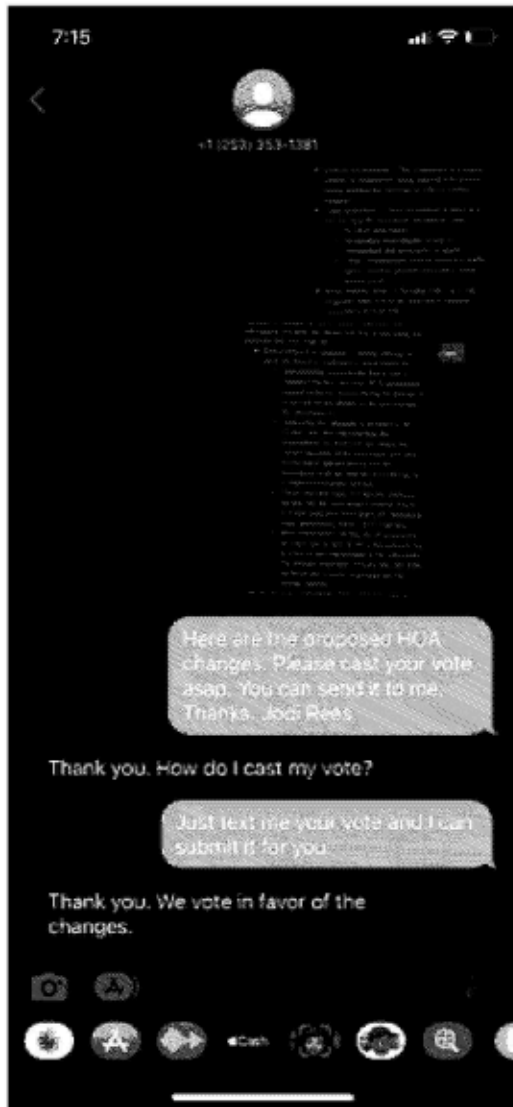
The proposed documents are available to be viewed on our website at www.apmutah.com/cobblestone-village-hoa underneath the heading "Proposed Governing Documents." The individual links to these two documents are also listed below for direct access.

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Attached, you will find the ballot that explains the intent of these proposed revisions, as well as allows for you to vote on the approval of the implementation of these documents. We, along with the Board Members, will be reaching out to obtain ballots from all residents within the community over the next few weeks. Please understand that casting your vote is crucial, and we request your assistance as we work through this process. There are several methods through which you can submit your ballot, including:

* Reply to the emailed notice indicating your vote of approval or non-approval of the Amended Declaration (CC&Rs) and your vote of approval or non-approval of the Amended Bylaws.



Sent from my iPhone

On Nov 14, 2022, at 12:45 PM, Stevie Gillespie <Stevie@apmutah.com> wrote:

Thank you, Jodi. Can you please send over a screenshot of that text? We need to be sure that the text includes details of the homeowner, and that the vote is referring to the proposed amended CC&Rs and the proposed amended Bylaws before we can count it as a valid vote.



Community Association Manager

Stevie Gillespie



PHONE: (801) 784-6239
EMAIL: stevie@apmutah.com
ADDRESS: 4655 S 1900 W Suite 6
Roy, UT 84067
WEBSITE: www.apmutah.com



From: Jodi Rees <reesjl@yahoo.com>
Sent: Monday, November 14, 2022 8:35 AM
To: Stevie Gillespie <Stevie@apmutah.com>
Subject: Re: Revised Governing Documents

I received a yes vote from Angel Morales, Unit 24, via text on 11/13/22.

Sent from my iPhone

On Nov 2, 2022, at 3:04 PM, Stevie Gillespie <Stevie@apmutah.com> wrote:

No problem! Here is the link to it:
https://docs.google.com/spreadsheets/d/1O0gg3IZVeBJOubuR4t ses4LIUUBbnPZ_k9oTk9cKluQ/edit?usp=sharing



Community Association Manager

Stevie Gillespie



PHONE: (801) 784-6239
EMAIL: stevie@apmutah.com
ADDRESS: 4655 S 1900 W Suite 6
Roy, UT 84067
WEBSITE: www.apmutah.com



From: Jodi Rees <reesjl@yahoo.com>
Sent: Wednesday, November 2, 2022 2:08 PM
To: Stevie Gillespie <Stevie@apmutah.com>
Subject: Re: Revised Governing Documents

Stevie,

Stevie Gillespie

From: Garrett Bishop <garrett.2157@gmail.com>
Sent: Thursday, November 10, 2022 3:56 PM
To: Stevie Gillespie
Subject: Re: Governing Document Amendments

Approval for both

Sent from my iPhone

On Nov 10, 2022, at 12:23 PM, Stevie Gillespie <Stevie@apmutah.com> wrote:

Thank you, Garrett. For the record, can you please confirm your vote of approval is for both the Proposed Amended Declaration and the Proposed Amended Bylaws?



Community Association Manager
Stevie Gillespie



PHONE: (801) 784-6239
EMAIL: stevie@apmutah.com
ADDRESS: 4655 S 1900 W Suite 6
Roy, UT 84067
WEBSITE: www.apmutah.com



From: Garrett Bishop <garrett.2157@gmail.com>
Sent: Thursday, November 10, 2022 12:21 PM
To: Stevie Gillespie <Stevie@apmutah.com>
Subject: Re: Governing Document Amendments

Approval

Sent from my iPhone

On Nov 10, 2022, at 10:28 AM, Stevie Gillespie <Stevie@apmutah.com> wrote:

From: Stevie Gillespie <Stevie@apmutah.com>
Sent: Tuesday, November 8, 2022, 4:03 PM

WRITTEN BALLOT FOR COBBLESTONE VILLAGE
PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1 945 N. 1075 W.
1030 W. 250 N.

Residential Unit Address

Aaron Edwards
Printed Name of Owner

A Edwards
Signature of Owner/Proxy Holder

NOV 21st 2022
DATE

Owner #2 (if jointly or co-owned)

Residential Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE
PROPOSED AMENDED DOCUMENTS

(1) **AMENDED DECLARATION (choose one):**

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) **AMENDED BYLAWS (choose one):**

I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1 945 N. 1075 W.
1030 W. 250 N.

Residential Unit Address

Aaron Edwards
Printed Name of Owner

A Edwards
Signature of Owner/Proxy Holder

NOV 21st 2022
DATE

Owner #2 (if jointly or co-owned)

Residential Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

Unit 3
Residential Unit Address
Brent D King
Printed Name of Owner
[Signature]
Signature of Owner/Proxy Holder
11-21-22
DATE

Owner #2 (if jointly or co-owned)

Residential Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

973 N 1075 West

Residential Unit Address

Darnell Fernelius

Printed Name of Owner

Signature of Owner

DATE

Dar Fernelius

Digitally signed by
Dar Fernelius
DN: C=US,
E=dar@vomech.com,
O=VO Brothers
Mechanical LLC,
CN=Dar Fernelius
Date: 2022.11.10
08:51:34-07'00'

Owner #2 (if jointly or co-owned)

Residential Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE
PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

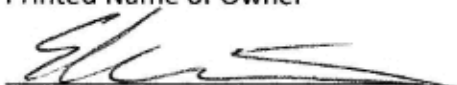
I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

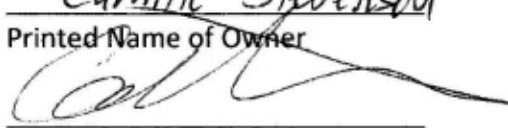
I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

1062 W 975N
Residential Unit Address
Erik Stevenson
Printed Name of Owner

Signature of Owner/Proxy Holder
10/25/22
DATE

Owner #2 (if jointly or co-owned)

1062 W 975N
Residential Unit Address
Camille Stevenson
Printed Name of Owner

Signature of Owner
10/25/22
DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

1057W 975N
Residential Unit Address

Erik Stevenson
Printed Name of Owner

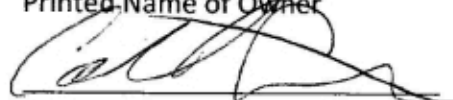

Signature of Owner/Proxy Holder

10/25/22
DATE

Owner #2 (if jointly or co-owned)

1057W 975N
Residential Unit Address

Camille Stevenson
Printed Name of Owner


Signature of Owner

10/25/22
DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE
PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

1039 W. 950 N. Layton, UT 84041
Residential Unit Address

Residential Unit Address

Glenn Gartung
Printed Name of Owner

Printed Name of Owner

DocuSigned by:

46267A8209CB487
Signature of Owner/Proxy Holder

Signature of Owner

11/20/2022
DATE

DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

Laurie Olson

Residential Unit Address

Laurie Olson

Printed Name of Owner

1045 W 950 N

Signature of Owner/Proxy Holder

11-21-2022

DATE

Owner #2 (if jointly or co-owned)

_____ Residential Unit Address

_____ Printed Name of Owner

_____ Signature of Owner

_____ DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE
PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

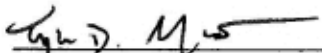
I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

1058 W 975 N
Residential Unit Address

TYLER MANCINI
Printed Name of Owner


Signature of Owner/Proxy Holder

4/21/23
DATE

Owner #2 (if jointly or co-owned)

Residential Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR COBBLESTONE VILLAGE
PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner (or proxyholder) of the Residential Unit addressed below at Cobblestone Village. If I am the only signatory below, I hereby certify that I am either the sole owner of the unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the unit as a whole.

Owner #1

953 N. 1075 W. Layton UT.

Residential Unit Address

Pedro Laynosu

Printed Name of Owner



Signature of Owner/Proxy Holder

20221219

DATE

Owner #2 (if jointly or co-owned)

Residential Unit Address

Printed Name of Owner

Signature of Owner

DATE