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WHEN RECORDED, RETURN TO:
Call Meadows PUD
716 E 4500 S, Suite N140
Salt Lake City, Utah 84107

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AMENDED, RESTATED AND REPLACEMENT DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CALL MEADOWS PUD (INCLUDING BYLAWS)

A Planned Unit Development

TABLE OF CONTENTS

RECITALS.....	3
ARTICLE I - DEFINITIONS	4
ARTICLE II - PROPERTY DESCRIPTION & RIGHTS.....	6
ARTICLE III - RESTRICTIONS ON USE.....	8
ARTICLE IV - ARCHITECTURAL CONTROL	17
ARTICLE V - MAINTENANCE OBLIGATIONS	18
ARTICLE VI - ASSESSMENTS	19
ARTICLE VII - THE ASSOCIATION	26
ARTICLE VIII - RULES, ENFORCEMENT, AND APPEAL	28
ARTICLE IX - INSURANCE	32
ARTICLE X - AMENDMENT AND DURATION	34
ARTICLE XI - MISCELLANEOUS PROVISIONS.....	35
EXHIBIT A - LEGAL DESCRIPTION.....	38
EXHIBIT B - BYLAWS	39

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by Call Meadows Owners Association (hereafter "Association").

RECITALS

A. The property subject to this Declaration is the Call Meadows PUD subdivision in Davis County, State of Utah. Exhibit "A" of this Declaration further defines the property subject to this Declaration. All Units therein are part of the Association, and each Owner of a Unit is a member thereof. The Association is created as a planned unit development and contains certain Common Area, Limited Common Area and easements for the benefit of the Owners of Units therein.

B. The Association desires to continue to provide for the preservation and enhancement of the property values and improvements of the Property and for maintenance of the Common Area.

C. This Amended and Restated Declaration of Covenants, Conditions and Restrictions supersedes and replaces all prior declarations, and amendments or supplements thereto, recorded against the subdivision, specifically the Declaration of Covenants, Conditions and Restriction of Call Meadows PUD recorded July 18, 2002 with the Davis County Recorders as Entry No. 1770843 in Book No. 3087 at Pages 212-235 (hereinafter the "CC&Rs"); the First Amendment to the Condominium Declaration recorded with the Davis County Recorders as Entry No. 1910919 in Book No. 3376 at Pages 916-918 on September 17, 2003 (the "First Amendment"); and the Second Amendment to the Condominium Declaration recorded with the Davis County Recorders as Entry No. 2090309 in Book No. 3833 at Pages 764-766 on July 21, 2005 (the "Second Amendment"); the Third Amendment to the Condominium Declaration recorded with Davis County Recorder as Entry No. ~~27797272~~ in Book 5904 at Pages 1943-1949 (the "Third Amendment"), the fourth Amendment to the Condominium Declaration recorded with Davis County Recorder as Entry No. 3145862 in Book 7210 at Pages 65-67 (the "Fourth Amendment"); the Amendment to the Condominium Declaration recorded with Davis County Recorder as Entry No. 3145863 in Book 7210 at Pages 68-73 (the "Amendment");

D. Pursuant to Utah Code § 57-8a-104 and Article XIX, Section 3 of the Original Declaration, 67% of the voting interests of the Association have voted affirmatively to adopt this Declaration.

NOW, THEREFORE, the Association declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 **"Act"** shall mean the Utah Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time.

1.2 **"Assessment"** means any charge imposed or levied by the Association on or against an Owner or Unit pursuant to the terms of the Governing Documents or applicable law, including (1) annual/regular assessments; (2) special assessments; and (3) individual assessments as set forth below.

1.3 **"Association"** means and refers to the Call Meadows PUD, or such successor association of the Unit Owners acting under this Declaration.

1.4 **"Board" or "Board of Trustees"** shall mean and refer to the governing body of the Association.

1.5 **"Bylaws"** means the Bylaws of the Association (initially attached hereto as **Exhibit B**), as they may be amended from time to time.

1.6 **"Common Area"** means, refers to, and includes: (a) The real property, excluding all Units as defined herein, and interests in the real property which are submitted to this Declaration; (b) The real property, excluding all Units as defined herein, and interests which comprise the Project; (c) All common areas and facilities designated as such on the Plat and all property on the Plat excluding the Units; (d) All Limited Common Areas and facilities, including backyards as previously called out as common on the plat; (e) In general, all apparatus, installations and facilities included within the Project and existing for common use; (f) The Project's roads; (g) All portions of the Project not specifically included within the individual Units; (h) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; (i) All common areas as defined in the Act, whether or not enumerated herein.

1.7 **"Common Expenses"** means and refers to all sums which are required by the Association and the Board to perform or exercise its functions, duties, or rights under the Act or the Governing Documents.

1.8 **"Community"** means all of the land described in the Plats, consisting of fifty-nine (59) units, within fifteen (15) buildings, including any property annexed into the project.

1.9 **"Community Wide Standard"** means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws, and as defined or dictated by the Board from time to time.

1.10 **"Eligible Holder"** shall mean any holder, insurer, or guarantor of a first Mortgage who makes a written request to the Association to receive any of the notices or rights to vote provided to Eligible Holders under this Declaration. The request shall state the name and address of the Eligible Holder and the Unit number to which the Eligible Holder's mortgage interest applies.

1.11 "Fines" shall mean and refer to fines levied by the Association against an individual or entity for violations of the Governing Documents. Fines shall be enforced and collected consistent with the Act and are deemed an assessment herein and may be collected as such.

1.12 "Governing Documents" shall mean and refer to a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation, Bylaws, Plat, this Declaration, rules and regulations, and architectural or design guidelines.

1.13 "Improvement" means every structure or improvement of any kind, including but not limited to landscaping, sprinkler pipes, Living Units, decks, porches, fences, garages, driveways, or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.14 "Limited Common Areas" means all of the real property identified as Limited Common Area herein, on the Plat or as designated by the Board through reasonable interpretation, except as otherwise stated herein. Limited Common Areas are Common Areas limited to the use of certain Units to the exclusion of other Unit Owners.

1.15 "Manager" or "Managing Agent" shall mean and refer to the person or entity retained to manage the Property and the Association according to the direction of the Board.

1.16 "Mortgage" means any mortgage or deed of trust encumbering any Unit and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument and/or security arrangement has been recorded among the Recorder's Office.

1.17 "Mortgagee" means the person or entity secured by a Mortgage.

1.18 "Owner" means the person, persons or other entity owning any Unit as shown in the records of the Recorder's Office but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Unit. Regardless of the number of parties participating in ownership of each Unit, the group of those parties shall be treated as one "Owner."

1.19 "Plat" or "Plat Map" or "Record of Survey Map" (these terms may be used interchangeably herein) means the Record of Survey Maps entitled Call Meadows PUD recorded at the Recorder's Office of Davis County, as the same may be amended or substituted. The associated plat Entry Nos 1770842, 1910918, 2090308.

1.20 "Property" or "Project" means all of the real property described in the Plats, including all of the real property described in attached Exhibit A and all Units, Common Area, easements and open space.

1.21 "Rules and Regulations" means and refers to those rules and regulations adopted by the Board from time to time that are deemed necessary by the Board for the enjoyment of, or furthering the purposes of, the Property and Association.

1.22 "Unit" shall mean single-family residential dwelling unit, with or without walls or roofs in common with other single-family residential dwelling units on the Property and constructed upon a numbered Unit reflected on a recorded Plat, including any improvements thereon, with the

exception of the Common Area. "Unit" includes fee title to the real property lying directly beneath the single-family residential dwelling unit, within Unit boundary lines.

ARTICLE II - PROPERTY DESCRIPTION & RIGHTS

2.1 Property Subject the Declaration and Bylaws. The real property which is, and shall be, transferred, held, sold, conveyed, used, occupied and improved subject to the Act and to this Declaration, the Governing Documents, and all agreements, decisions and determinations made by the Board or Association is all of the real property and interests described in the Plats, including any property annexed into the Project, and including the Units described on **Exhibit A** attached hereto, which Declaration and covenants, conditions and restrictions therein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Property or any part thereof submitted to the provisions of this Declaration, and shall inure to the benefit of each Owner thereof. To the extent that the Governing Documents are or become inconsistent with the provisions of any future amendments to the Act, the Act, as amended, shall control.

2.2 Description and Legal Status of Units. Each Unit is owned in fee simple by the Owner. The Map shows the Units and building designations, their locations, dimensions from which its areas may be determined together with the Definitions above, and the Common Areas. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

2.4 Use and Occupancy. Except as otherwise expressly provided in the Governing Documents, the Owner(s) of a Unit shall be entitled to the exclusive use and benefits of ownership of such Unit. Each Unit, however, shall be bound by, and the Owner shall comply with, the restrictions contained below and all other provisions of the Governing Documents of the Association for the mutual benefit of the Owners.

2.5 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

2.5.1 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit for the purpose of performing maintenance referred to herein and determining whether or not the Unit is in compliance with the Governing Documents or whether the use of the Unit is causing damage or harm to the Common Areas or Limited Common Areas. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit.

2.5.2. Utility Easements. The Association and any public utility provider shall have an easement through all Units and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Unit and all improvements therein shall be maintained continuously by the Owner of the Unit in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Unit Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his or her Unit.

2.5.3. Police, Fire and Ambulance. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common and Limited Common Areas in the performance of their duties.

2.5.4. Common Areas. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas. This easement is appurtenant to and passes with the title to every Unit, subject to the following:

(1) The right of the Association to limit the number of guests of members using the Common Area.

(2) The right of the Association to suspend the voting rights of a member for any period during which any assessment or portion thereof against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

(3) The right of the Association to enter into agreements or leases which provide for use of Common Areas and facilities by a similar Association for use of the Common Areas and facilities of the other Association, or for cash consideration.

(4) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association.

(5) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.

(6) The terms and conditions of the Governing Documents.

(7) The right of the Association, through its Board, to adopt Rules and Regulations concerning the use of Common Areas.

2.5.4. Limited Common Areas. All Owners, their guests and service providers are hereby granted a non-exclusive right and easement through the adjoining backyards of all the other Owners.

2.6 No Encroachment. No Unit shall encroach upon an adjoining Unit or Common Area without the express written consent of the Board. If, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason whatsoever beyond the control of the Board or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

2.7 Limited Common Area. A Unit Owner is entitled to the exclusive use of the Limited Common Area adjacent and appurtenant thereto, if any. Limited Common Area includes but is not limited to the driveway, front steps & landing, upper balcony, lower-level patio, dividing fence between units & gate access and the backyard space. The Association, through its Board, may adopt rules and regulations concerning use of the Limited Common Areas. Limited Common Area is subject to the rights of the Association as set forth herein.

2.8 Delegation of Use. An Owner is deemed to delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. No one who is a non-resident shall have any such delegable right of enjoyment.

2.09 Decks, Barbeques, Smokers, fire pits, Hot Tubs. No alterations or additions to the upper decks is permitted, including but not limited to anything that would breach/alter siding, soffit or fascia, flooring or railings, altering the original construction of the deck. No hot tubs or saunas are permitted on decks or in backyards. Barbeques and smokers are permitted on lower levels adjacent to backyards so long as the heat source faces out to the open yard. No open fires (wood, charcoal, pellets) are permitted with fire pits, smokers or Barbeques. Use of electric Barbeques on the upper deck is permitted so long as it is not up against the siding or railings at any time when in use.

ARTICLE III – RESTRICTIONS ON USE

3.1 General Use Restrictions. All of the properties which are subject to this Declaration are hereby restricted to residential dwellings. All buildings or structures erected in the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties. After initial construction on a Unit, no subsequent building or structure of a temporary character, trailer, basement, tent, camper, shack, shed, garage, barn or other building shall be placed or used on any Unit or Common Area at any time.

3.2 Residential Use. Units shall be used for single-family, residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities of any kind that causes additional pedestrian or vehicular traffic, creates a sight or noise nuisance, shall be conducted on any Unit or in any other portion of the Project. All residents of the Call Meadows PUD community, whether Unit Owner or their Tenant, are required to abide by the terms of the governing documents and may be held jointly and severally liable for a violation of the governing documents.

3.3 Rental Restrictions.

(a) In accordance with Davis County Code of Ordinances and Utah State Code, the Association may regulate, limit, or prohibit rentals of Units. In order to protect the value of the Units and the nature of Call Meadows PUD, no Owner may lease or rent such Owner's Unit except in compliance with the provisions of this Section and the Rules and Regulations.

(b) Except as otherwise provided in this Section, no Unit may be a Rental Unit (as defined below) unless the Owner of the Unit has occupied the Unit as the Owner's primary residence for a period of not less than twelve (12) months, and the Owner has obtained the prior written consent of the Board. At any time, not more than twenty percent (20%) of the Units may be Rental Units. Any Owner desiring to rent a Unit shall submit an application to the Board in accordance with the Rules and Regulations and shall not commit or enter into any agreement to lease or rent such Owner's Unit unless and until the consent of the Board has been obtained. As used in this Section, "Rental Unit" means a Unit that is not occupied by the Owner of the Unit, except as follows:

(i) a Unit Owner of which is in the military and is deployed is not a Rental Unit during the period of the Owner's deployment, even though it may be rented or leased to a tenant during such deployment;

(ii) a Unit occupied by the Owner's parent, child, or sibling is not a Rental Unit;

(iii) a Unit Owner of which has been relocated by such Owner's employer for a period of less than two years is not a Rental Unit, even though it may be leased to a tenant during such two years;

(iv) a Unit owned by an entity that is occupied by an individual who: (A) has voting rights under the entity's organizing documents, and (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity, is not a Rental Unit; and

(v) a Unit owned by a trust or other entity created for estate planning purposes is not a Rental Unit at any time during which the resident of the Unit or the parent, child, or sibling of the resident of the Unit is the person for whose estate the trust or other estate planning entity was created.

(c) In the event of a transaction (including but not limited to the conveyance of an undivided interest in a Unit) which appears to be undertaken for the sole purpose of circumventing the rental restrictions of this Section, the Board has the authority to examine such transaction to determine whether the substance of the transaction is the rental of a Unit, regardless of the form of the transaction. If the Board determines, using objectively reasonable judgment, that the transaction constitutes a rental, the rental will be prohibited by this Section.

- (d) The Board shall promulgate Rules and Regulations containing procedures to:
- (i) determine and track the number of Rental Units in the Property; and
 - (ii) ensure consistent administration and enforcement of the rental restrictions contained in this Section.
- (e) The Board may promulgate Rules and Regulations further regulating the renting or leasing of Units, so long as such Rules and Regulations are consistent with this Declaration or applicable law.

3.3.1 Leases. All leasing or rental of any Unit (including but not limited to any lease or rental of a Unit under subsections 3.3(b)(i) and (iii) above) must be in compliance with the foregoing Section 3.3 and the following:

(a) Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter referred to as a "Lease") must be in writing, and, prior to the occupancy of the Unit by the tenant, the leasing Owner shall deliver a copy thereof to the Association together with the name, address and telephone number of the tenant. Every Lease must provide that (i) the Lease subject in all respects to, and the tenant agrees to comply with, the terms and provisions of the Governing Documents, (ii) any failure by the tenant to comply with the terms of the Governing Documents is a default under the Lease, (iii) the tenant agrees not to allow or commit any nuisance, waste, or unlawful or illegal act within the Unit or the Project, (iv) the Association is an intended third party beneficiary of the Lease and, as further provided in subsection 3.3.1 (j) below, shall have the right to enforce compliance with the Governing Documents and to abate any nuisance, waste, or unlawful or illegal activity in the Unit or in the Project, and shall be entitled to exercise all of the rights and remedies of the Owner as the landlord under the Lease to do so. If any Lease does not contain the foregoing provisions, such provisions will nevertheless be deemed to be a part of the Lease and binding on the Owner and tenant by virtue of their inclusion in this Declaration.

(b) No Owner may lease its Unit for short-term, transient, hotel, seasonal, or rental pool purposes, or for an initial term less than twelve (12) months. Without limiting the generality of the foregoing, no Owner may lease its Unit or any portion thereof on Airbnb, Vrbo, or other similar website or service.

(c) No Owner may lease individual rooms to separate persons or lease less than an entire Unit. An Owner who lives in a Unit may have other occupants living in the Unit that are not related to the Owner; provided that the Owner and each other occupant must have access to the entire Unit, with the sole exception of any bedroom or bathroom that is assigned solely to the Owner or another occupant (each, a "Private Room"). All living, dining, kitchen, and other areas in the Unit other than any Private Room must be fully available to and for the use of all occupants, and there may not be any physical partitions or barriers in the Unit preventing access to any portion of the Unit (other than any Private Room) by the Owner or any other occupant.

(d) Any Owner who leases a Unit shall be responsible for assuring compliance by the tenants with the Governing Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against a tenant who is in violation of the Governing Documents within ten (10) days after receipt of written demand so to do from the Board of Trustees will entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against such tenant. Neither the Association nor any Manager will be liable to the Owner or tenant for any eviction under this Section that is made in good faith, and the Owner shall repay to the Association any expenses incurred by the Association, including attorney's fees and costs of suit, and if the Owner fails to make such repayment within ten (10) days after receipt of a written demand therefore, such expenses will constitute an Individual Assessment against the Owner and the Owner's Unit. If such Individual Assessment is not paid within thirty (30) days of its due date, the Board of Trustees may resort to all remedies of the Association for the collection thereof.

(e) The Association shall have the right and the obligation to enforce compliance with this Declaration and the Bylaws against any Owner and/or occupant of any Unit and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third-party beneficiary under any Lease agreement, to enforce such compliance.

(f) Lease Payments by Tenant to Association. Notwithstanding any other provision in the Declaration, if an Owner who is renting their Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board of Trustees may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law.

(g) Grandfather Provisions. As of the date of recording of this amendment, any Owner that is currently renting or leasing their Unit with an active lease(s) and tenant(s) in the home, (hereafter "Grandfathered Owner") may continue to rent or lease their Unit until such time as the unit is sold or title is otherwise transferred to a new owner of record or until the current Owner re-occupies that Unit. In addition, and notwithstanding the grandfather provision above, if a Grandfathered Owner fails to re-let their unit within seventy-five (75) days of the expiration or termination of a rental or lease agreement by any tenant, then the Grandfathered Owner and unit becomes subject to the Rental-Lease Limit expressed above and shall re-apply to the Board for permission to rent or lease the Unit.

3.4 Animals. No animal, bird, fowl, livestock of any kind shall be raised, bred or kept in or about any Unit except that domestic dogs or cats (a maximum of two animals, either one cat, one dog or two cats or two dogs), with each dog not to exceed weighing 50 lbs., and other domesticated household animals may be permitted by the Association so long as they are kept within the Unit at all times, except when on a leash and under the direct control of the Owner. Animal owners shall promptly remove and dispose of all excrement emitted by their animals in any Common Area. No animal runs, kennels or houses shall be allowed outside of Units or Common Areas. Dog doors may be permitted with prior written approval of the Board

3.4.1.1 Advance written approval is required for pets in the community. An Owner or tenant of a unit wishing to obtain a pet, specifically a dog or cat, must submit a written request to the Board in advance of bringing that pet onto the property and into a Unit. Upon approval an owner or tenant will receive a written response along with paperwork to be completed.

3.4.1.2 Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of their animal's waste from the Common Areas and Limited Common Areas.

3.4.1.3 A Pet Owner may be required to remove a pet upon receipt of a written notice from the Board of Trustees given due to violations, (for example, but not limited to weight limits of dogs, barking at all hour's day and night, or threatening behavior) of the rules and regulations governing pets within the Community. The Board of Trustees may apply for appropriate judicial relief in the event that Pet Owners violates this Article.

3.4.1.4 The Board of Trustees shall have the express authority and right to promulgate reasonable rules and regulations, beyond those stated herein, restricting the keeping of pets.

3.5 Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Unit or other portion of the Common Areas, nor shall anything be done in or placed upon any Common Area which interferes with or jeopardizes the enjoyment of other Units, or which is a source of annoyance to residents.

3.6 Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

3.7 Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container as specified by the Association. All such waste and garbage must be promptly and periodically removed.

3.8 Vehicles in Disrepair.

3.8.1.1 No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage, as long as it does not impede the use of one of the two designated parking spaces (garage & in front of the garage) for a Unit. A vehicle shall be deemed in an extreme state of disrepair when the Board of Trustees reasonably determines that the vehicle has remained in place for more than 72 hours, impedes a units ability to park in designated spaces or its presence offends the occupants of the other Units.

3.8.1.2 If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board of Trustees, the Board of Trustees may have such vehicle removed from the Property (i.e., towed) and assess the Owner the expense of such removal. The expense of any storage necessitated thereby, shall be the sole responsibility of the vehicle owner.

3.9 Parking. Owners may park only in their designated garages or in front of their garages. Each Unit has two designated spaces. Motor Vehicles or Cycles in excess of designated parking may not park in guest parking and will have to find accommodations for parking elsewhere.

3.9.1 Owners are required to register their vehicles with the Association. Owners, with two designated parking spaces are not permitted to park two vehicles side by side in the driveway

3.9.2 End Units may have an additional pad which may be used for an additional vehicle, resulting in side-by-side parking.

3.9.3 Street parking, within the community, is not permitted for any period, the only exception is for loading and unloading not to exceed ten minutes.

3.9.4 Guests visiting the community are to park in designated guest parking; extended stay guests shall obtain a temporary parking pass as requested by the Owner the guest is visiting.

3.9.5 All vehicles within the community, owner, tenant or guest owned, must be currently registered in the State of Utah or state of license plate issue. Expired plates may be subject to fines and/or towing.

3.9.6 Except as otherwise provided in this subsection, parking of boats, trailers, commercial vehicles, commercial trucks, truck campers, motor homes, RV's, recreational vehicles and like vehicles and equipment shall only be allowed for a period of loading or unloading.

3.9.7 No motor vehicle which is inoperable shall be allowed within the Properties, and any motor vehicle which remains parked over one (1) hour in the Common Area shall be subject to fining and/or removal by the Association, at the owner's expense

The Board of Trustees may adopt and amend rules to govern the parking of vehicles in the Common Areas, which rules may include assessing an Owner a fine and/or the expense of removing any automobile, vehicle or equipment parked in violation of any rule or of this subsection. The cost of any storage thereof shall be the sole responsibility of the vehicle owner.

3.10 External Apparatus. No Unit owner shall cause or permit anything (including, without limitation, awnings, canopies, holiday decorations or lights, or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls, soffits, facia, railings, gutters or roof or any part thereof, or on the outside of windows or doors.

3.10.1 No temporary sheds, storage or outbuildings are permitted without prior written approval, and they may not exceed the height of the fence.

3.11 Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of the Common Areas, other than as permitted in this Declaration or as may be allowed by the Board. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Unit Owners in the Property and is necessary for the protection of interests of all said Owners in and to the Common Area.

3.11.1 Common Areas as platted include but are not limited to front yards, front and side yards, open grass areas, guest parking, and roadways. Use of bounce houses, or party rentals in the Common Areas is strictly prohibited.

3.11.2 Placement of any items on Common Areas without the prior written approval of the Board is a fineable action.

3.12 Flags. The Board of Trustees has the right to regulate the display of flags within the Project, including the right to prohibit the display of flags and the right to require removal of flags the Board of Trustees deems inappropriate in its sole discretion; provided, however, that, with respect to displays of the flag of the United States of America, such regulation may not violate the provisions of Utah Code Section 57-8a-219 or any other applicable law.

3.12.1 Installation of Flag Holders is limited to PVC Pipe holder placed in the ground that does not impact sprinkler infrastructure. Owners who wish to affix a flag holder to the building must first obtain prior written approval from the Board to determine the proper location.

3.13 Signs. Unless written approval is first obtained from the Board of Trustees, no advertisement or poster of any kind may be posted in or upon the Properties except:

(1) Not more than one (1) For Sale or For Rent sign, not exceeding twenty-four (24) inches in height and thirty-six (36) inches long, may be temporarily placed in a Unit's front window by the Owner, resident or a licensed real estate agent. No signs may be installed in Common Areas at any time.

(2) Political signs may be temporarily placed in a Unit's front window by the Owner or occupant of the Unit unless and until prohibited or otherwise limited by the Board of Trustees by rule.

3.14 Antenna and Dish Policy. Owners are encouraged to use cable service for television and internet when available. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas/dishes one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed; provided the dish and any wires are installed so as to not be visible from the streets. Owners should make every effort to have the new dish installed in the same location as the old dish. If locating the dish so that it is not visible from the streets precludes reception of an acceptable quality signal, the dish shall be installed with the least visibility from the streets as possible. Location of an FCC approved dish may not be restricted by the Association so as to cause unreasonable delay in installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the Common Area or the property of another Owner. No dish may be installed on the siding or roof without prior written approval and only as a last resort.

The Owner shall keep the dish in good repair so that it does not violate any portion of this Declaration. The terms "dish" and "antenna" are to be used interchangeably in the interpretation of the above policy.

3.15 Noise Disturbance. Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents. Noise disturbances shall subject the Owner of the Unit from which the noise originates to a fine, as levied by the Board of Trustees in its sole discretion.

3.15.1 Quiet Hours. The Board of Trustees may establish quiet hours by rule taking into consideration City codes. The only exception to quiet hours is in the event the snow removal company has to come to properly address snow removal in the community for safe passage.

3.15.2 Daytime noise should take into considerations residents who may be home and wish to exercise their right to quiet enjoyment of their space.

3.16 Increase in Insurance Cost. Nothing shall be done or kept within any Unit or on the Common Areas, including Limited Common Areas, which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within his or her Unit or Common Areas which will result in cancellation of insurance on any Unit.

3.17 Mailboxes. No individual mailboxes shall be permitted anywhere on the Property. Multiple mailbox structures have been constructed for the use of the Owners.

3.18 Maximum Occupancy. No Unit shall be occupied by more than two persons per bedroom or as otherwise provided by local ordinance or code.

3.19 Smoking. Smoking is prohibited within the community. This policy applies to all owners, tenants, guests, employees and service persons. Smoking shall include but may not be

limited to, cigarettes, e-cigarettes, vapes, cigars, hookahs, or pipes.

3.20 Nuisance. No noxious or offensive activity shall be carried on, in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause a disturbance or annoyance to residents. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

3.21 Cameras, Camera Doorbells, Security Systems, Keyless Entry.

3.21.1 Owners may install a Camera Doorbell in the existing doorbell location so as to not breach the exterior of the home. Owner must retain the doorbell hardware for replacement at the time of the sale of the home. To the extent reasonably possible, cameras should be installed to limit view into neighboring properties and Unit dwellings.

3.21.2 Installation of Cameras and Security Systems requires prior written approval from the Board. Primarily for the location of the cameras and how they are attached on the exterior of the home.

3.21.3 Keyless Entries are permitted so long as they can be installed in the same location as existing hardware, resulting in no alterations to the front door. Owner must retain the hardware for the door to reinstall at the time of the sale of the home.

3.22 Yard / Garage Sales. No Unit may hold a Yard or Garage Sale at any time. The Board may at their discretion permit a one-time sale in the event twenty-five percent (25%) or more of the community expresses an interest through a written request.

3.23 Holiday Decorations. Nothing may be attached to the exterior of the building, siding, gutters, exterior lights, railings or trees. Nothing may be planted or placed in Common Area space as designated on the Plat.

Permitted holiday decorations are those items which may be placed on a Units landing to the front door as long as it does not impede ingress and egress. Decorations may also be placed on the interior side of the windows to the unit. Wreaths may be hung from the doors with a non-permanent hanger.

3.23.1 No blow-up or other standalone decorations are permitted on the Common Areas.

Holiday decorations may go up two weeks prior to the holiday and must come down one week after. The only exception are the holidays that fall in October, which may go up October 1st and must be down by the first week of November and in November and December, for which decorations may go up as early as November 1 and must be down by January 15. The Board of Trustees may adopt and amend rules to govern holiday decorations, in the Common Areas and/or exterior of the Units, which rules may include assessing an Owner a fine and any associated costs of removing and subsequent repair of any decoration in violation of the rules.

3.24 Barbeques, Smokers, Fire Pits, Hot Tubs and or Saunas, Fireworks.

3.24.1 No hot tubs or saunas are permitted on decks or in backyards.

3.24.2 Barbeques and smokers (propane) are permitted on lower levels adjacent to backyards so

long as the heat source faces out to the open yard. No heat sources within ten (10) feet of the siding of the building.

- 3.24.3** No open fires (wood, charcoal, pellets) are permitted with fire pits, smokers or Barbeques
3.24.4 Use of electric Barbeques on the upper deck is permitted as long as it is not within three (3) feet or reasonable distance to prevent damage of the siding and/or railings at any time when in use
3.24.5 Fireworks. No fireworks may be discharged in the community at any time.

- 3.25 Association Rules and Regulations.** In addition to the restrictions and requirements above, the Board of Trustees from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Units and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of fines may be adopted by the Board of Trustees specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

ARTICLE IV - ARCHITECTURAL CONTROL

4.1 Modifications. No building, fence (except backyard boundary fencing consistent with the existing fencing established by the original developer), wall, Improvement or other structure, extension or expansion of the foregoing, shall be commenced, erected or maintained upon the Property, including any Unit, nor shall any exterior addition to the Property or any Unit, or change or alteration thereto, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board and the Davis County Commission. Such approval shall be solely at the discretion of the Board and the Davis County Commission as they deem appropriate from time to time. Any such request shall be deemed to have been denied if the relevant Owner, including any subsequent Owner, cannot produce the written approval granted by the Board and the Davis County Commission upon request, and any changes or alterations made by an Owner, or prior Owner, shall be removed and the property restored to its original condition at the request of the Board. In the event the Board fails to approve or disapprove a request by an Owner, the request will be deemed to have been denied.

4.2 Design Guidelines. Design and construction of Improvements shall be consistent with and shall comply with the procedures and criteria set forth in this Declaration and such other building and design criteria which the Board is hereby empowered to adopt (referred to as "Design Guidelines") to expand, clarify, and otherwise provide for the harmony and compatibility of the Improvements constructed within the Project. Design Guidelines shall also be deemed to include the requirement that the quality of all materials to be used in any construction or Improvements within the Project be equal or superior to that utilized for original construction. All builders and

Owners shall comply with and are bound by the design restrictions herein and the Design Guidelines, if and when such are adopted.

ARTICLE V - MAINTENANCE OBLIGATIONS

5.1 Owner's Responsibility. Except to the extent that the Association is responsible therefore under Section 5.2, maintenance, repair and replacement of the Units shall be the responsibility of the Owner(s) thereof, who shall maintain such Units in good condition and repair. Each Owner shall be responsible for maintenance, repair, and replacement to the interior of the Unit, the upper balcony, the exterior of the Unit owned and the Limited Common Area adjacent and appurtenant to the Unit as follows: windows (glass and frames), doors (including jam & trim), storm & screen doors, garage door (including jam & trim), , and shall be responsible for maintenance and repair of the lower level patios, and backyard landscaping . Any fixture, pipe, conduit, or other utility device or apparatus that services only one Unit shall be the responsibility of that Unit's Owner to maintain, repair, and replace. Each Unit shall be maintained so as to not detract from the appearance of the Community, and so as to not adversely affect the value or use of any other Unit.

All utilities, fixtures and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the boundaries of a Unit, shall be maintained, replaced, and kept in repair by the Owner of the Unit. An Owner shall not do any act or any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Units or Owners.

Any work outside the scope of painting and flooring requires the prior written approval of the Board, prior to commencing any project. This is for both the interior and exterior. In addition, the Board has created a "Maintenance Check-list" that each owner is encouraged to address annually to keep the home in good working order and reduce the risk of damage to their unit, their neighbors or the Association. Use of licensed and insured contractors for certain work shall be identified in additional rules or at the time a written request is made.

The Association may periodically require certain exterior maintenance, including but not limited to, the painting and/or replacement of balcony railings, light fixtures, windows, window screens, doors trims, garage doors and garage door trim. Owners agree to comply with all such requests for maintenance, as reasonably required by the Board.

5.2 Maintenance by Association. The Association shall be responsible for maintenance, repair, and replacement upon the Common Area, the Limited Common Area which are not maintained by the Owner as set forth in Section 5.1 above; and the area of any Unit outside the walls of the Unit which is of the same character as surrounding Common Area or Limited Common Area as may be necessary or desirable to keep them attractive and generally in good condition and repair.

The Association shall also maintain all Common Area amenities which may be installed from time to time. However, if the Common Areas, Limited Common Areas or a Unit are damaged

by the willful misconduct or negligence of an Owner, their guests, tenants, or invitees, such Owner shall be responsible for all such damage.

Additionally, the Association, by and through the Board, may assume the Owner's general maintenance responsibility over a Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Before assuming such maintenance responsibility, the Board shall provide notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action with fifteen (15) days after mailing of such written notice, then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner. Such expenses shall constitute an assessment and collected in the same manner as assessments pursuant to this Declaration.

5.3 Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit or Limited Common Area at reasonable hours.

5.4 Clarification and Alteration of Certain Maintenance Duties by Rule. To the extent not clarified herein and consistent with the provisions of this Declaration, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities. Furthermore, the duty of maintenance for the area of a Unit outside the walls of the Unit and the Limited Common Areas adjacent and appurtenant to the Unit may be altered by duly adopted Board resolution. Such determinations shall be set forth in a Board resolution distributed to all Owners, included with other rules of the Association, and shall be binding against all Owners. Owners are responsible for the maintenance and upkeep of their Unit and should perform maintenance at regular intervals in order to keep the Unit in good repair and condition to maintain the overall asset value for their Unit and others in the community.

ARTICLE VI - ASSESSMENTS

6.1 Covenant for Assessments.

(a) Each Owner, by acceptance of a deed hereafter conveying any Unit to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association the following types of assessments:

- (1) Annual / Regular assessments (the "Annual Assessment") as provided below.
- (2) Special assessments ("Special Assessments") as provided below.
- (3) Individual/reimbursement assessments ("Individual Assessments") as provided below.

(b) No Owner may exempt itself from liability for its Assessment obligations by waiver of the use or enjoyment of any of the Common Areas or abandonment of its Unit. No diminution or

abatement of any Assessments under this Declaration may be claimed or allowed for any action or inaction of the Board or the Association.

6.2 Annual Budget and Assessment.

(a) Adoption of Budget. The Board shall prepare, or cause the preparation of, and adopt an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association, and shall include a reserve fund line item in an amount the Board determines to be prudent based on the reserve analysis (as defined in Section 6.13.2). If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall present the adopted budget to Owners at a meeting of the Owners.

(b) Determination of Annual Assessment.

(1) The Board shall fix the amount of the annual assessment ("Annual Assessment") against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.

(2) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

(3) Equitable Changes. If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. Owners shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.

6.3 Apportionment of Assessments. Assessments shall be apportioned as follows:

(a) Annual and Special Assessments. All Units shall pay an equal share of the Annual Assessment and Special Assessments commencing upon the date the Units are made subject to this Declaration.

(b) Individual Assessments. All fines, penalties, late charges, interest or other charges or fees levied against an owner under this Declaration or Bylaws, or any expense of the Association which

is the obligation of an owner or which is incurred by the Association on behalf of the owner pursuant to the Declaration or Bylaws, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of failure of an owner to comply with the Declaration, Bylaws or any Amendments thereto, will constitute an "Individual Assessment", but are not limited to: (1) Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association; (2) Expenses, other than common expenses, relating to the cost of maintenance, repair replacement and reserves of the Units which may be incurred by the Association.

(c) Payment of Assessments. Installments of Annual Assessments shall be levied and collected on a monthly basis. However, upon resolution of the Board of Trustees, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis. Any member may prepay any Assessment levied by the Association, without premium or penalty.

6.4 Purpose of Assessments. The Assessments levied by the Association shall be used for payment of Common Expenses and any other expense incurred by the Association, including, but not limited to: (a) the improvement and maintenance, operation, care, and services related to the Common Areas; (b) the payment of insurance premiums; (c) the costs of utilities and other services which may be provided by the Association for the Community; (d) the cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (e) for promoting the recreation, health, safety, and welfare of the residents of the Property; and (f) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements as provided below.

6.5 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy a special assessment from time to time ("Special Assessment") for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments. The Board may authorize a Special Assessment for any lawful purpose provided, however, if that Special Assessment exceeds twenty-five percent (25%) of the total annual budget for that year, then the Special Assessment may only be levied if it is first voted upon by the Owners and: (1) the votes cast favoring the action exceed the votes cast opposing the action; and (2) a quorum of members representing at least 30% of the total Association voting rights cast a vote. Notice of the amount and due dates for any Special Assessment must be sent to each Owner at least thirty (30) days prior to the due date.

6.6 Nonpayment of Assessments. The Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by the Board, and shall be delinquent if not paid by the 15th of the month or within such other period established by the Board from time to time. The due date of any Special Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

6.7.1 Interest. Delinquent payments shall bear interest from the sixteenth (16th) day of the month (the "date of delinquency") at the rate of 18% per annum or as established by the Board of Trustees from time to time.

6.7.2 Late Charge. Delinquent payments shall be subject to a late charge not to exceed twenty-five (25%) percent of the monthly assessment installment. Late charge will be assessed thirty (30) days from the due date. This actual amount may be determined, through a resolution, by the Board from time to time.

6.7.3 Acceleration. If paid by installments, assessments may, in the discretion of the Board, be accelerated (including interest as provided for above) and the entire balance declared due and payable upon not less than ten (10) days written notice to the Owner. If, however, the assessment is accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.

6.7.4 Rent Payments by Tenant to Association. If the Owner of a Unit who is leasing the Unit fails to pay an assessment for more than 60 days after the assessment is due, the Board may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until all amounts due to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Board, or its agent, shall give the Owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with the law and the written procedures of the Association.

6.7.5 Remedies, Including Suspension of Membership Rights and Services. All membership rights, including the right of a member to vote, shall be automatically suspended during any period of delinquency, unless otherwise determined by the Board. A Board member shall become immediately ineligible to serve on the Board and automatically dismissed from such position if delinquent more than 60 days in the payment of any assessment, fines or other fees charged by the Association. Pursuant to the policies of the Association, any service(s) provided by the Association to the Owner(s) shall also be terminated as to the delinquent Owner(s) for the period of time set forth in the Association's policies. The Association shall have the authority to exercise each and every remedy for collection of assessments, fines or fees provided for in the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as amended from time to time, and the provisions of the Act shall be deemed to be fully set forth herein when required by such Act in order to exercise any such remedy.

6.7 Lien. The Annual Assessment and all other Assessments imposed together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the Units against which the assessment or charge is made in accordance with the terms and provisions of this article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a Unit shall be

jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

6.8 Prepayment of Assessments in Connection with Transfer of a Unit. Notwithstanding the provisions of Section 6.3(a) above, upon the transfer of a Unit, the transferee of such Unit shall prepay to the Association (a) the installments of Annual Assessments required to be paid by the Owner of the Unit for the two calendar months immediately following the date on which the transfer is completed (the "Prepaid Months"). For clarity, the prepayment required in this Section will satisfy the transferee's obligation to pay monthly installments of Annual Assessments for the Prepaid Months. Accordingly, after such prepayment, the transferee will not be required to pay another monthly installment of Annual Assessments until the first day of the third full calendar month after the date on which the transfer is completed.

6.9 Reinvestment Fees.

6.9.1. Upon each transfer of title to a Unit, the purchaser of the Unit shall pay to the Association a fee (a "Reinvestment Fee") in an amount equal to the sum of (i) 0.15% (.0015) of the total consideration paid by such purchaser for the Unit and not to exceed 0.5% (one half of one percent), as determined by the Board by Resolution, plus (ii) \$250 - \$300 (all or a portion of the \$250-\$300 will be used to pay the costs directly related to the transfer of the Unit).

6.9.2. As used in this Section, "consideration" paid for a Unit means the total purchase price for the Unit, including the total of money paid and the fair market value of any property or services delivered, or contracted to be paid or delivered, in return for the conveyance of the Unit, and includes the amount of any note or other evidence of indebtedness given or assumed in connection with such transfer.

6.9.3. Notwithstanding anything to the contrary in this Section 6.8, no Reinvestment Fee will be owed or required in connection with any transfer that is:

6.9.3.1. an involuntary transfer,

6.9.3.2. a transfer that results from a court order,

6.9.3.3. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity,

6.9.3.4. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution, or

6.9.3.5. the transfer of a Unit by a financial institution, except to the extent required to pay the Association's costs directly related to the transfer of the Unit, not to exceed \$300.

6.10 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with late charges and interest at a rate to be established by the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Owner holding title to any Unit at the time when the assessment became due.

6.11 Appointment of Trustee. By acceptance of a deed for a Unit, each Owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the Owner's Unit and appurtenant Limited Common Area, and all improvements thereon for the purpose of securing payment of all Assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§57-1-19, et seq., as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the local County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, et seq.

6.12 Enforcement of Lien. The lien for nonpayment of assessments may be foreclosed by the Board judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit, and the defaulting Owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

6.13 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Unit subject to assessment, except as follows: the sale or transfer of any Unit pursuant to mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Unit from liability or lien for any Assessments thereafter becoming due.

6.14 Reserve Analysis.

6.14.1. Reserve Analysis Required. The Board shall cause a reserve analysis to be conducted no less frequently than every six years, and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years. However, the Board may decrease the frequency of conducting and updating a reserve analysis in a formal resolution of the Board delivered to all Owners. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

6.14.2. Reserve Analysis Defined. "Reserve analysis" means an analysis to determine the need for a reserve fund to accumulate reserve funds, and the appropriate amount of any reserve fund. A reserve analysis shall include:

- (a) a list of the components identified in the reserve analysis that will reasonably require reserve funds;
- (b) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
- (c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (d) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and,
- (e) a reserve funding plan that recommends how the Association may fund the annual contribution described in subsection (d) above.

6.14.3. Reserve Analysis Summary Provided to Owners. The Association shall: (a) annually provide Owners a summary of the most recent reserve analysis or update; and (b) provide a copy of the complete reserve analysis or update to an Owner who requests a copy.

6.15 Reserve Funds.

(a) Unless vetoed by the Owners pursuant to applicable law, the Association shall establish and maintain a reserve fund for the purpose of funding repair, replacement and restoration of the Common Areas and other items for which it is responsible to repair or replace, any emergency, unforeseen, unusual, or unanticipated expenditures, and for any other purpose determined from time to time by the Board, by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board in its sole discretion and best business judgment or of an amount and in the manner as may be required by law. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts or investment vehicles of which are insured by an agency of the United States of America. No stock market, mutual fund or risk related investment is permitted. The reserve funds shall be maintained separately from other Association funds.

(b) The Association may establish such other reserves for such other purposes as the Board may from time to time consider necessary or appropriate.

(c) The Board's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Association funds. Except in such instances, individual Board members shall not be held liable for any potential or alleged under funding of the reserve account.

(d) Unless approved by a majority of Association members for daily maintenance purposes, reserve funds may not be used for any purpose other than the purpose for which the reserve funds were established.

6.16 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of the each Owner.

6.17 Statement of Unpaid Assessment & Payoff Information. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or agent of the Association setting forth whether Assessments has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered. The Association may charge a fee for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Lot owner's sale of the owner's lot up the maximum amount allowed by law.

ARTICLE VII - THE ASSOCIATION

7.1 Organization.

(a) The Association has been or will be organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Titled 16 Chapter 6a, as may be amended from time to time).

~~(b) In the event the Association is at any time administratively dissolved by the Division of Corporations and Commercial Code, the Board may re-incorporate the Association without a vote of the Owners.~~

(c) The affairs of the Association shall be governed by a Board of Trustees as provided herein and in the Bylaws.

7.2 Membership. Each Owner, by acceptance of a deed, of a Unit shall be, and no person or entity other than an Owner of a Unit may be, a member of the Association ("**Member**"). Membership in the Association for each Owner is mandatory, and not optional, and is appurtenant to and may not be separated from the ownership of a Unit. Membership in the Association will begin immediately and automatically upon acquisition of a Unit and will terminate immediately and automatically upon ceasing to be an Owner of a Unit, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration during the period of such ownership. The rights and duties appertaining to membership in the Association, including voting rights, are governed by the Declaration. With respect to any matter coming before the Members for a vote, each Member is entitled to cast the number of votes equal to such Member's percentage ownership of the Common Areas of the Association, as set forth in the Declaration.

7.3 Voting Rights. The method of voting shall be as provided in the Bylaws. Each Owner shall have one (1) vote in matters of the Association for each Unit owned as set forth in the Bylaws.

7.4 Powers, Duties and Obligations. The Association shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of association powers, including without limitation:

7.4.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (1) The Association shall maintain the Common Areas.
- (2) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Property, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- (3) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.
- (4) The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Community, subject at all times to direction by the Board of Trustees, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board of Trustees.

7.4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and any Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit for the purpose of maintaining and repairing such Unit or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of this Declaration.

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 enjoy any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Officers, or to enforce by

mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(2) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Community or in exercising any of its rights to construct, maintain and repair the Common Areas, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Unit on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

A. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Officers may from time to time deem desirable;

B. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable.

(3) The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Managing Agent can only execute any contract binding on the Association after receiving Board approval.

(4) Telecommunications/Fiber Optic/Related Contracts. The Board of Trustees shall have the power, in its own discretion and subject to federal law, to enter into, accept an assignment of, or otherwise cause the Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "Telecommunication Provider"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each Unit in the Properties. The Board shall also have the power to enter into or contract on behalf of the Association for similar bulk rate service contracts of any nature deemed in the Association's best interests.

7.5 Adoption of Bylaws. The Association has adopted Bylaws for the Association which are being recorded simultaneously with this Declaration.

ARTICLE VIII – RULES, ENFORCEMENT, APPEALS

8.1 Rules and Regulations.

8.1.1. The Board may adopt, amend, modify, cancel, limit, create exceptions to; expand, or enforce the Rules and Regulations, subject to limitation and requirements of the law, including the

right of the Owners to disapprove a rule pursuant to law, and subject to the Board's duty to exercise business judgment on behalf of the Association and the Owners.

8.1.2. Before adopting, amending, modifying, canceling, limiting, or expanding the Rules and Regulations, the Board shall:

(a) at least 15 days before the Board will meet to consider a change to the Rules and Regulations, deliver notice to the Owners that the Board is considering a change to the Rules and Regulations;

(b) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action under Section 8.1.1; and,

(c) deliver to the Owners a copy of the change in the Rules and Regulations approved by the Board within fifteen (15) days after the date of the Board meeting.

8.1.3. The Board may adopt a rule without first giving notice to the Owners if there is an imminent risk of harm to the Common Area, an Owner, an occupant of a Unit, or a Unit. The Board shall provide notice to the Owners of such a rule within fifteen (15) days of adoption by the Board.

8.2 Compliance. Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for levying of a fine and an action or suit maintainable by the Association or an aggrieved Owner.

8.3 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

8.3.1 Subject to the provisions of this Declaration, to enter the Unit as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Trustees shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

8.3.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

8.3.3 To levy fines, and a violation of any specific and express rule, regulation, covenant, restriction, or term of any Governing Document of the Association (a "violation"), and any subsequent occurrence of such violation, shall be subject to a fine in the amount determined by the Board from time to time. A subsequent occurrence of the same violation occurring within 12 months of a prior occurrence is and shall be deemed the same violation for all purposes and each

such subsequent occurrence shall be subject to an immediate fine without further warning or notice;

8.3.4 To suspend the right to receive access or use any services or facilities provided by or through the Association until the violation is corrected;

8.3.5 To suspend the voting rights of an Owner, but not for longer than 60 days except in the case of a continuous violation (which the suspension remains for so long as the violation remains); or

8.3.6 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. The Association shall be entitled to an award of its attorneys' fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents, or for any action taken pursuant to the Governing Documents, if it prevails in such action, regardless of who instituted the action.

8.4 Fines. The Board may assess a fine against an Owner for a violation of the Governing Documents in accordance with the following provisions.

8.4.1. Warning. A written warning ("Warning") shall be sent to the Owner of the lot. The Warning shall:

- (a) describe the violation,
- (b) state the rule or provision of the Governing Documents that the Owner has violated,
- (c) state that the Board may, in accordance with the provisions of the law, assess fines against the Owner and suspend membership rights if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the Warning or assesses a fine against the Owner,
- (d) if the violation is a continuous violation, state a time by which the Owner must cure the violation (which time must be at least 48 hours after the day the Owner is given the Warning), and
- (e) state the amount of the fine that will be assessed if a continuous violation is not cured within 48 hours or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the Warning.

8.4.2. Initial Fine. The Board may assess a fine against an Owner if: (i) within one year after the day on which the Board gives the Owner a Warning, the Owner commits another violation of the same rule or provision identified in the Warning; or (ii) for a continuing violation, the Owner does not cure the violation within 48 hours after the day the Owner is given the Warning. Notice and Warnings may be given by electronic means, including but not limited to electronic mail and delivery shall be deemed complete when sent without a "send failure" notice.

8.4.3. Subsequent Fines for Same Violation. After a fine is assessed against an Owner, the Board may, without further warning, assess an additional fine against the Owner each time the

Owner: (i) commits a violation of the same rule or provision within one year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for 10 days or longer after the day on which the Board assesses the fine.

8.4.4. **Notice of Fine.** Each time an initial fine is assessed for a specific violation, notice of the fine shall be sent to the Owner describing the violation, stating the rule or provision of the Governing Documents that the Owner has violated, and stating that the Owner may request an informal hearing before the Board to dispute the fine within 33 days after the date of the notice. Post initial notification Section 8.4.3 will be followed for subsequent fines for a same violation.

8.4.5. **Membership Rights.** An Owner shall not be deemed an Owner in Good Standing for 60 days after a fine is assessed against the Owner.

8.5 **Appeal by Owner.** Any Owner who is assessed a fine or other penalty or who has rights suspended may request, in writing, an informal hearing before the Board to dispute the fine, penalty or suspension within 33 days after the date of the notice stating that the fine or penalty is assessed or that rights have been suspended. The hearing requested shall be conducted in accordance with procedures promulgated by resolution of the Board from time to time, or if none, in accordance with the standards determined by the Board at the hearing.

8.6 **Action by Owners.** Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

8.7 **Owner Complaints.** If an Owner alleges that another Owner is in violation of any nuisance provisions of the Association, Owner must first make contact with the offending Owner and request that such offensive activities cease. The Board will NOT review complaints between owners until two (2) attempts have been made to resolve the issue(s). However, if the complaint relates to a life, health or safety issues and contacting the alleged offending Owner/Tenant may reasonably cause the dispute to escalate, then the Owner shall contact appropriate municipal authorities and Owners may submit, without contacting the offending Owners, an Official Written Complaint Form with the Board. Such form can be obtained by contacting a member of the Board or Manager.

8.8 **Injunctive Relief.** Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

8.9 **Purchase Subject to Violations.** Buyers shall take ownership of Units subject to any violations of the Governing Documents which may exist concerning the Unit, whether or not such violations were disclosed by the seller of the Unit and whether or not the Association knew of the violations at the time of sale. Such buyers shall be liable for correcting such violations upon demand by the Association.

ARTICLE IX - INSURANCE

9.1 Types of Insurance Maintained by the Association. The Board shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, the following insurance, as well as such other insurance as it deems reasonable:

(a) Casualty Insurance on Insurable Common Area. The Board shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of such portions of the Property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Board may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all the Units including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

(b) Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the Property damaged or destroyed, the Association may make a reconstruction assessment against all Unit Owners to cover the additional cost of repair against such Unit Owner.

In the event the Association is maintaining blanket casualty and fire insurance on the Units, the Association shall repair or replace the same to the extent of the insurance proceeds available.

In the event of damage or destruction by fire or other casualty to any portion of the Project covered by insurance written in the name of the Association, the Board is empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-fact of each Owner for this purpose.

(d) Liability Insurance. The Board shall obtain a comprehensive policy of public liability insurance covering all the Common and Limited Common Areas for at least \$2,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation,

maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

(e) **Fidelity Insurance.** The Board may elect to obtain fidelity coverage against dishonest acts on the part of managers, Board members, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or members. In procuring fidelity insurance, the Board shall seek a policy which shall (1) name the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

(f) **Miscellaneous Items.** The following provisions shall apply to all insurance coverage of the Association:

1) **Certificate of Insurance.** Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

2) **Deductible.** The Association shall establish a deductible amount with the Owners as primary up to that deductible amount for any claims. In the event the Association must process a claim that exceeds the deductible amount those owners contributing to the claim shall be allocated their applicable share of the deductible.

3) **Special Endorsements.** Each policy shall contain or provide those endorsements commonly purchased by the other community associations in the county.

4) **Intent.** The foregoing provisions shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Board or Association may deem necessary or appropriate from time to time, including directors' and officers' liability insurance.

9.2 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the Property which may be damaged or destroyed.

9.3 Owner's Insurance. Each owner shall obtain and maintain, from an insurance company duly licensed in the State of Utah, the following types of insurance coverage:

- a) **Personal Property and Liability Insurance.** An HO6 policy or its equivalent, covering loss or damage to the Owner's personal property inside the Unit, personal liability coverage, and guest medical coverage;
- b) **Building Coverage.** Building Coverage insurance added to the Owner's policy in the minimum coverage amount of \$25,000, which may be amended from time to time;

- c) **Loss Assessment Coverage.** Loss Assessment Coverage added to the Owner's policy in a minimum amount of \$20,000

9.3.1 **Primary Coverage.** The insurance coverage of an Owner shall be primary. Unless elected by the Board pursuant to Section 9.1(a) above, the Association shall not maintain insurance on an Owner's Unit, personal property, or contents. The Owner shall provide a current copy of their insurance policy to the Board, upon request, to ensure that policies are in force and effect;

9.3.2 **Prompt Repair.** Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of its Unit, the Owner shall promptly proceed to repair or to reconstruct the damaged structure in a manner consistent with the original construction;

9.3.3 **Failure to Repair.** If the Board determines that any Owner has failed to properly discharge its obligation with regard to the repair or reconstruction of the damaged structure, then the Association may, but is not obligated to, provide such repair or reconstruction at the Owner's sole cost and expense.

9.4 **Amendments to this Section to Comply with Applicable Law.** These insurance provisions are intended to comply with current Utah law. It is further intended that any future changes to the insurance law applicable to condominium associations shall apply to this Association. Notwithstanding anything contrary in this Declaration, the Board may unilaterally, without approval of the Owners, amend this Article to comply with future changes to applicable law.

ARTICLE X - AMENDMENT AND DURATION

10.1 Amendments.

(a) **How Proposed.** Amendments to the Declaration shall be proposed by either a majority of the Board of Trustees or by Owners holding thirty percent (30%) or more of the voting rights of the Association. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment

(b) **Approval Required.** This Declaration and/or the Plat may be amended only by a vote of at least a majority of the Total Votes and, if required pursuant to this Declaration, the consent of the required percentage of Eligible Mortgagees. Any amendments so authorized will be accomplished through the recordation of an instrument executed by the Board of Trustees. In such instrument the Board of Trustees shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

(c) **Execution and Recordation.** An amendment shall not be effective until the amendment is certified by the president and/or Secretary of the Association as being adopted in

accordance with this Declaration is acknowledged and is recorded in the appropriate County Recorder's Office.

10.2 Duration.

(a) Period. All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration after the vote and approval of seventy-five percent (75%) of all the Owners of the Units.

(b) Execution and Recording of Termination Certificate. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office not less than six (6) months prior to the intended termination date.

ARTICLE XI - MISCELLANEOUS PROVISIONS

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

11.2 Joint Owners. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Trustees, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

11.3 Lessees and Other Invitees. No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or any Unit occupant; guest, invitee, lessee of any Owner, and each Owner shall indemnify and hold the Board and the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Unit and other areas within the Property. The Owner shall be responsible for obtaining such compliance and

shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

11.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Board or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association, Board or Owner as to any similar matter.

11.5 Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in this Declaration shall be resolved by the Board, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Association's role as the governing body of the Community and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Board except where powers are expressly restricted.

11.6 Premises Liability. The Association and the Board is and shall remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities and an Owner shall defend, indemnify and hold harmless the Association and Board against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof, and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

11.7 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, re-finance, rental, or lease of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

11.8 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat will take effect upon its being recorded in the office of the County Recorder of Salt Lake County, Utah.

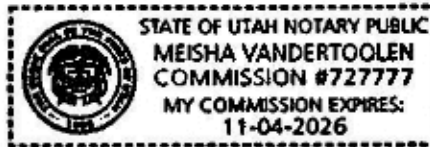
11.9 Conflicts Among Documents. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration will control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

IN WITNESS WHEREOF, Call Meadows PUD has executed this Declaration this 2nd
day of June, 2023.

CALL MEADOWS PUD

Denise Carroll
By: Denise Carroll
Its: President

STATE OF UTAH)
) ss:
County of Davis)



The foregoing instrument was acknowledged before me on this 2nd day of June, 2023 by Denise Carroll, President, Call Meadows Owners Association Inc, a Utah Non-Profit Corporation.

Meisha Vandertoole
Notary Public for Utah

EXHIBIT A

Legal Description

All Units and Common Area, CALL MEADOWS PUD Phase 1, according to the office plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

CALL MEADOWS PUD PHASE 1

Parcel Numbers: 03211001 through 0321110021

All Units and Common Area, CALL MEADOWS PUD Phase 2, according to the office plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

CALL MEADOWS PUD PHASE 2

Parcel Numbers: 032170001 through 032170019

All Units and Common Area, CALL MEADOWS PUD Phase 3, according to the office plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

CALL MEADOWS PUD PHASE 3

Parcel Numbers: 032230001 through 032230022

All Units and Common Area, CALL MEADOWS PUD Phase 3, according to the office plat thereof as recorded in the office of the Davis County Recorder, state of Utah.

EXHIBIT B
BYLAWS
OF
CALL MEADOWS PUD

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	40
ARTICLE 2 - MEETINGS OF ASSOCIATION	40
ARTICLE 3 - BOARD OF TRUSTEES - SELECTION, TERM OF OFFICE	43
ARTICLE 4 - NOMINATION AND ELECTION OF BOARD MEMBERS	44
ARTICLE 5 - MEETINGS OF THE BOARD OF TRUSTEES	44
ARTICLE 6 - POWERS, RIGHTS, AND DUTIES OF THE BOARD	47
ARTICLE 7 - OFFICERS AND THEIR DUTIES	47
ARTICLE 8 - INDEMNIFICATION OF OFFICERS AND COMMITTEE MEMBERS	49
ARTICLE 9 - RECORDS AND AUDITS.....	49
ARTICLE 10 - AMENDMENTS.....	51
ARTICLE 11 - MISCELLANEOUS.....	51

ARTICLE 1 - DEFINITIONS

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2 - MEETINGS OF ASSOCIATION

2.1 Place of Meeting. The Association shall hold meetings at such suitable place as may be designated by the Board from time to time.

2.2 Annual Meetings. Each regular annual meeting of the members shall be held each year on the day and at a time and place within the state of Utah selected by the Board.

2.3 Special Meetings. The Association, by and through the Board, shall notice, hold and conduct a special meeting of its members (1) on call of the President or two or a majority of the Board; or (2) if the Association receives one or more written demands for the meeting that state the purpose or purposes for which the meeting is to be held, and are signed and dated by members in good standing holding at least twenty-five percent (25%) of the voting rights of the Association. When a special meeting is demanded by the members, the Board shall set the time and date for the meeting so that the meeting occurs within sixty-five (65) days of receipt of the demand and if notice of the meeting is not given by the Board within thirty (30) days after the date the written demand is delivered to an Association officer, a person signing the demand may set the time and place of the meeting and give notice pursuant to the requirements herein. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

2.4 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, in a fair and reasonable manner, including by delivering a copy of such notice to each member entitled to vote thereat, in accordance with the notice requirements specified in these Bylaws, and sufficiently in advance of the meeting to provide fair and reasonable notice of the meeting, as determined by the Board. Notice shall always be deemed fair and reasonable if given ten (10) days before the meeting, but shorter notice may also be fair and reasonable when all the circumstances are considered. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the members and, in the case of a special meeting, the purpose of the meeting.

2.5 Voting. Each Unit shall be allocated the voting rights set forth in Section 8.3 of the Declaration. One vote per unit ownership.

2.6 Proxies and Absentee Ballots. A vote may be cast in person, by proxy or by absentee ballot. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board. A proxy may designate a specific representative entitled to vote. If no proxy representative is listed, the Board, by default, shall be deemed the proxy holder. A majority vote of the Board will determine how such proxies are cast. If the Board's vote is tied, the President shall be the tiebreaker. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, notice

proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Unit.

2.7 Fiduciaries and Joint Owners.

(a) **Fiduciaries.** An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) **Joint Owners.** Whenever two or more persons own any Unit jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.8 Quorum of Owners.

(a) At any regular annual meeting of the Association, the members that are represented for any purpose at the annual meeting shall constitute a quorum, except for matters requiring a higher quorum as provided in the Declaration or these Bylaws. For any other meeting of the Association or action taken without a meeting, and except as otherwise provided in the Declaration or these Bylaws, members holding more than thirty percent (30%) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum.

(b) The subsequent ratification of an Owner of the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of an Owner or Owners.

(c) If any meeting or vote of members cannot be organized because of a lack of quorum, the members who are present may adjourn the meeting to a time at least 48 hours from the time of the meeting at which a quorum was not present, without notice to those not present. And such members that are represented in person, by proxy, or by written ballot, shall constitute a quorum at such adjourned meeting or vote.

2.9 Binding Vote. Action on a matter other than the election of directors is approved and shall be binding upon all owners for all purposes if a quorum exists and the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or the Governing Documents.

2.10 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of the preceding meeting; (d) Reports of officers; (e) Reports of committees, if any; (f) Election of Board members; (g) Unfinished business; (h) New business; and (i) Adjournment.

2.11 Meeting Procedure. Rules of order may be adopted by resolution of the Board, otherwise, the President shall conduct meetings according to the procedure he or she deems fit. A decision of the Association may not be challenged on the basis that appropriate rules of order were not used.

2.12 Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association causes to be delivered a written ballot to every member entitled to vote on the matter not less than fifteen (15) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Board members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of members and may be described as such in any document. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return identification envelope to be signed by the owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

2.13 Action without Notice and a Meeting. Any action required to be taken or which may be taken at a meeting of members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty (60) day period. Any such writing may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this section shall be effective when the last writing necessary to affect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

ARTICLE 3 – BOARD OF TRUSTEES – SELECTION, TERM OF OFFICE

3.1 Number, Term and Qualifications.

(a) The affairs of the Association shall be governed by a Board of Trustees composed of three (3) to five (5) Board members, however, the current size of the Board shall be in effect until the next annual meeting, at which time the number of Board members, either increased or decreased, shall stand for election.

(b) Members of the Board shall serve for a term of two (2) years. The terms shall be staggered so all Board members are never elected in the same year.

Upon the adoption of this document, the Board shall have discretion to allocate the terms of the initial Board to ensure terms are staggered. Thereafter, terms shall be for two (2) years.

(c) All Board members must be an Owner, the spouse of an Owner, a Trustee of a Trust identified, or Business partner associated with a business identified as an Owner, of a Unit, per the Deed, except no two Owners or representatives associated with a Unit or Units may not serve on the Board at the same time. Only one non-resident Owner or their representative (i.e., spouse, trustee or agent) may serve on the Board at any given time.

(d) A member must be in "good standing" with the Association to be eligible to serve on the Board meaning that all assessments, fines and fees must be current with the Association and the member must not have any current violations outstanding.

3.2 Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term by the remaining Board members. In the event the number of Board members falls below the minimum number of permitted Board members, by vote of a majority of the remaining Board members even though they may constitute less than a quorum, the Board may fully function at that number until the next annual meeting. Each person so elected shall be a Board member until a successor is elected upon expiration of the term for which the person was elected by the other Board members to serve.

3.3 Removal of Board members.

(a) At any annual or special meeting, any one or more of the Board members, other than interim Board members, may be removed, with or without cause, by a majority of the voting interests of the members. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Trustees whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Board may declare the office of a member of the Board to be vacant or abdicated in the event such member is absent from three (3) consecutive regular meetings of the Board or from more than twenty-five percent (25%) of the regular meetings held in any twelve (12) month period, or, within twenty-four (24) hours of a request to take action without a meeting,

more than twice in any six (6) month period fails to respond in writing by (1) voting for the action, (2) voting against the action, or (3) abstaining from voting and waiving the right to demand that action not be taken without a meeting. The vacancy shall be filled as provided in Section 3.2 above.

3.4 Compensation. No Board member shall receive compensation for any service he or she may render to the Association as a Board member. However, any Board member may be reimbursed for actual expenses incurred in the performance of his or her duties.

3.5 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a regular or special meeting if all the Board members agree in writing to take a vote or an action without a meeting. The action being taken shall not require unanimous consent of the Board. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

ARTICLE 4 - NOMINATION AND ELECTION OF BOARD MEMBERS

4.1 Nomination.

(a) Method of Nomination. Nomination for election to the Board shall be made in the manner determined by the Board, which may include a Nominating Committee and/or nominations in advance of or from the floor at a meeting. If one is established, the Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies.

Any prospective nominee names (and nominee descriptions, if desired) must be presented by the Nominating Committee to the Board PRIOR to the official Meeting Notice being sent to the membership. Nominee names must be included in the Notice. Nominations from the floor at the Meeting are also allowed.

(b) Nominating Committee. The Nominating Committee, if any, shall consist of a chair, who shall be a member of the Board; and one or more members of the Association.

4.2 Election. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 5 - MEETINGS OF THE BOARD OF TRUSTEES

5.1 Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Board shall be held immediately following the annual meeting or within fourteen (14) days of election at such place, date and time as shall be fixed by the Board members at the meeting at which the Board members were elected and no notice shall be necessary to owners or to the newly elected Board members in

order to legally hold the meeting providing a majority of the elected Board members are present.

(b) **Procedure and Business.** Until the election of new officers, the outgoing president shall chair the meeting, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted Board. At the organizational meeting, the Board shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2 **Regular Meetings.** Regular meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board, and if so fixed, no notice thereof need be given. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at another date and time agreed upon by the Board with notice to all members of the Board.

5.3 **Special Meetings.** Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) Board members, after not less than three (3) days' notice to each Board member by mail, electronic mail, telephone, or facsimile, unless waived pursuant to 5.7 below. The notice must state the time, place, and purpose of the meeting.

5.4 **Meeting Procedure.** Unless other rules of order are adopted by resolution of the Board: (a) Meetings of the Board shall be conducted by the President; (b) A decision of the Board may not be challenged because the appropriate rules of order were not used; (c) A decision of the Board is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

5.5 **Open Meetings; Executive Sessions.**

5.5.1 **Open Meetings.** Except as provided in subsection 5.5.2, all meetings of the Board shall be open to Unit Owners or the Unit Owner's representative if the representative is designated in writing. At each meeting, the Board shall provide each Unit Owner a reasonable opportunity to offer comments. However, the Board may limit the comments to one specific time-period during the meeting. The president or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

At least 48 hours before a meeting, the Association shall give written notice of the meeting via email to each Unit Owner who requests notice of a meeting, unless (i) notice of the meeting is included in a meeting schedule previously provided to the Unit Owner; or (ii) the meeting is to address an emergency and each Board Member receives notice of the meeting less than 48 hours before the meeting.

A notice of the Board meeting shall be delivered to the lot owner by email; to the email address that the Unit Owner provides to the Board in their request for notice of board meetings. The notice shall state the time, date and location of the meeting and information necessary to allow Unit Owner to participate by the means of electronic communication.

5.5.2 Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

- (a) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) Personnel matters, including salary negotiations and employee discipline;
- (c) The negotiation of contracts with third parties;
- (d) Collection of unpaid assessments; and
- (e) Other matters of a sensitive, private, or privileged nature at the discretion of the Board.

5.5.3 Executive Session Procedure. Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

5.6 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board may be conducted by telephonic communication or by using a means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

5.7 Waiver of Notice. Any Board member may, at any time, waive notice of any meeting of the Board in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by the Board member, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board members are present at any meeting of the Board, no notice to Board members shall be required and any business may be transacted at the meeting.

5.8 Quorum and Acts. At all meetings of the Board a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Board member may be considered to be present at a meeting and to vote if the Board member has granted a signed written proxy: (i) to another Board member, or other person, who is present at the meeting; and (ii) authorizing the other Board member or person to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. (a. as directed proxy).

ARTICLE 6 - POWERS, RIGHTS, AND DUTIES OF THE BOARD

6.1 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

6.2 Specific Powers. In addition to powers granted by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board shall have the power to: (a) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; (b) in the Board's discretion, appoint such committees as deemed appropriate in carrying out its purpose.

6.3 Best Interest of Association and Reliance on Information. A Board member or officer shall discharge the Board member or officer's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the Board member or officer reasonably believes to be in the best interests of the Association. The Board members shall, at all times, keep themselves reasonably informed and take such steps and necessary actions as a reasonable, prudent person would do to serve the best interest of the Association.

In discharging duties, a Board member or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Association whom the Board member or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the Board member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Board member, a sub-committee of the Association or Board of which the Board member is not a member if the Board member reasonably believes the sub-committee merits confidence.

ARTICLE 7 - OFFICERS AND THEIR DUTIES

7.1 Designation and Qualification.

(a) Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Board may designate the office of assistant treasurer and assistant secretary and the Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

(b) Qualifications. The president and vice-president shall be a member of the Board, but the other officers need not be Board members or Owners. Any Board member may be an officer of the Association.

(c) Multiple Offices. A person may simultaneously hold more than one office. The Secretary/Treasurer may be combined into one position held by one person. However, the

President may not simultaneously hold the office of Secretary and/or Treasurer.

(d) Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.2 Election and Vacancies. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term.

7.3 Resignation. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers. Officers shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause.

7.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer unless the compensation is authorized by a vote of the Owners. The Board may fix any compensation to be paid to any officers who are not also Board members.

7.6 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and by the Board, to the extent consistent with these Bylaws or the Declaration. The Board may delegate any powers or duties of officers to other persons or agents as the Board deems necessary or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association in accordance with the amendment provisions of the Declaration. The general duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. The president shall have all the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all payments, requests for transfers, all leases, contracts, mortgages, deeds and other written instruments, including amendments to the Governing Documents.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all payments, requests for transfers, all leases, contracts, mortgages, deeds and other written instruments.

(c) Secretary. The secretary shall prepare and maintain the minutes of all meetings of the Board and the minutes of all meetings of the Association, have charge of such books, papers and records as the Board may direct, shall have the responsibility for preparation and maintenance other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act; and for authenticating records of the nonprofit corporation, and in general, shall perform all of the duties incident to the office of secretary. The secretary shall have the signing authority for the disbursement and transfer of funds as assigned by the Board from time to time, through resolution. The Secretary may simultaneously hold the office of the Treasurer.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by resolution of the Board. The Treasurer shall have the signing authority for the disbursement of funds, transfers, contracts or other written instruments as assigned by the Board from time to time, through resolution.

ARTICLE 8 - INDEMNIFICATION OF OFFICERS AND COMMITTEE MEMBERS

Each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 9 - RECORDS AND AUDITS

The Association shall maintain within the state of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act.

9.1 General Records.

(a) The Board and managing agent or manager, if any, shall keep records of the actions of the Board and managing agent or manager; minutes of the meetings of the Board; and minutes of the meeting of the Association.

(b) The Board shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board.

(c) The Board shall maintain a list of Owners. The list of Owners may specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) The Association shall retain within this state, all records of the Association for not less than the period specified in applicable law.

9.2 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.3 Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to all Owners and to all mortgagees of Units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time, the Board, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and mortgagees of Units.

9.4 Inspection of Records by Owners.

(a) Except as otherwise provided in Section 9.5 below, all records of the Association shall be reasonably available for examination by an Owner and any mortgagee of a Unit pursuant to rules adopted by resolution of the Board or if no such resolution has been adopted, pursuant to the Utah Revised Nonprofit Corporation Act.

(b) The Board shall maintain a copy, suitable for the purposes of duplication, of the following: (1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association; (2) The most recent financial statement prepared pursuant to Section 9.3 above; and (3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section, subject to a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

(d) The Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

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

- (a) Personnel matters relating to a specific identified person or a person's medical records.
- (b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.
- (c) Communications with legal counsel that relate to matters specified in this section, and any other communications with legal counsel that are protected by any privilege, including the attorney client privilege.
- (d) Disclosure of information in violation of law.
- (e) Documents, correspondence or management or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session held in accordance with these Bylaws.
- (f) Documents, correspondence or other matters considered by the Board in executive session held in accordance with these Bylaws and the minutes of any executive session.
- (g) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE 10 - AMENDMENTS

Approval of a majority of the voting rights of the members is required for approval of any amendment to these Bylaws, except that the approval of members representing at least sixty percent (60%) of the total voting rights of the Association shall be required for any material change to the Bylaws pertaining to voting rights. An amendment shall not be effective until certified by the president of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the County Recorder's Office. No action to challenge the validity of an adopted amendment may be brought more than two (2) years after the amendment is recorded.

ARTICLE 11 - MISCELLANEOUS

11.1 Notices.

11.1.1 Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

11.1.2 Owners.

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. A member may require the Association, by written demand, to provide notice to the

member by mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Unit.

(c) If a Unit is jointly owned, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

11.2 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

11.3 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

11.4 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 herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.5 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

11.6 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 2 day of June, 2023.

(Sign): *Denise Carroll*
(Print Name): Denise Carroll, President

(Sign): *Seth Poulsen*
(Print Name): Seth Poulsen, Secretary

STATE OF UTAH)
) ss:
County of Davis)

The foregoing instrument was acknowledged before me on this 2nd day of June, 2023 by Denise Carroll, President and Seth Poulsen, Secretary, Call Meadows Owners Association Inc, a Utah Non-Profit Corporation.



Meisha Vandertooleen
Notary Public for Utah