

When Recorded Return To:
Buchalter
Attn: Wesley J. Felice
60 East South Temple, Suite 1200
Salt Lake City, UT 84111

**AUTHORIZATION AGREEMENT
OF
THE COMMUNITY SERVICE ASSOCIATION OF MEADOW CREEK**

This AUTHORIZATION AGREEMENT OF THE COMMUNITY SERVICE ASSOCIATION OF MEADOW CREEK, a Utah nonprofit corporation, (the "Association") is effective as of June 29, 2023, and is by and between the Members of the Association (the "Authorization Agreement").

RECITALS

- A. The Meadow Creek Townhomes are located within Davis County, Utah, and are comprised of two (2) multi-family buildings, each containing ten (10) townhomes, limited common area, and common area. The property is generally referred to as the "Project" or "Townhomes" and is more particularly described in Exhibit A attached hereto.
- B. The Community Service Association of Meadow Creek, a Utah nonprofit corporation, was originally incorporated on August 31, 1982.
- C. A plat creating the Meadow Creek Condominiums was first recorded in the Davis County Recorder's office on September 24, 1982, Book 915, Page 602 (the "Original Plat"). Concurrently, the Declaration of Covenants, Conditions and Restrictions of Meadow Creek Condominiums, a Planned Unit Development was recorded in the Davis County Recorder's office on September 24, 1982, Book 915, Page 603 (the "Original Declaration").
- D. The Original Declaration had an initial term of forty (40) years commencing on September 24, 1982 and ending on September 24, 2022 (the "Initial Term"). Thereafter the Original Declaration is automatically extended for subsequent terms of ten (10) years. Upon the expiration of the Initial Term, the Original Declaration may be amended upon a vote of seventy five percent (75%) of the "Members", as that term is defined in the Original Declaration.
- E. The undersigned individuals and entities are the current Members of the Community Service Association of Meadow Creek. The Members now desire to terminate the Original Declaration, to file and record a Plat Amendment with Layton City, and to amend and restate all the governing documents of the Association.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree as follows:

1. Amendment. The initial term of the Original Declaration terminated as of September 23, 2022 and the renewal Term commenced on September 24, 2022. The Members hereby elect to amend and restate in its entirety the Original Declaration, thereby terminating the Original Declaration and the covenants, conditions and restrictions therein contained.
2. Directors and Officers. The Members hereby affirm, that the following individuals have been elected by a majority of the Association to serve as Directors and Officers of the Association:
 - a. Brian Treasure as President and Director;
 - b. Sondra Olney as Treasurer and Director; and
 - c. Amber Thompson as Secretary and Director.
3. Authorization. The Members have each reviewed and hereby authorize the Board of Directors of the Association to sign and if necessary record the following governing documents on their behalf (together the "Governing Documents"):
 - a. A copy of the new amended plat to be approved by Layton City, an example of which is attached as Exhibit "A".
 - b. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Meadow Creek Townhomes, attached as Exhibit "B".
 - c. The Articles of Incorporation of the Community Service Association of Meadow Creek, attached as Exhibit "C".
 - d. The Amended and Restated Bylaws of the Community Service Association of Meadow Creek, attached as Exhibit "D".
 - e. The Rules and Regulations of the Meadow Creek Townhomes, attached as Exhibit "E".
4. Layton City Application Affidavit. By their signatures attached hereto, each owner (i) represents, affirms and attests that they are the owner of the property associated with the Parcel ID Number shown next to their signature below, and (ii) hereby authorize Brian Treasure, David Hawkes (surveyor) and/or Wesley Felice (attorney), as representatives to appear before any administrative or legislative body in Layton City considering an

application for Plat Amendment, and to act in all respects as agents in matters pertaining to such an application.

5. Miscellaneous.

- a. Entire Agreement. This Agreement and the Exhibits, if any attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between the Members concerning the Townhomes and there are no covenants, promises, agreements, conditions, representations or understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Members unless reduced to writing and signed by each Member.
- b. Recording. The Board may record this Agreement, if in its reasonable discretion, it determines that such recording is necessary to further validate any of the Governing Documents.
- c. Time is of the Essence. Time is of the essence in the performance of all covenants and conditions in this Agreement.
- d. Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Utah.
- e. Severability. Any provision of the Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other of its provisions and the other provisions shall remain in full force and effect.
- f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

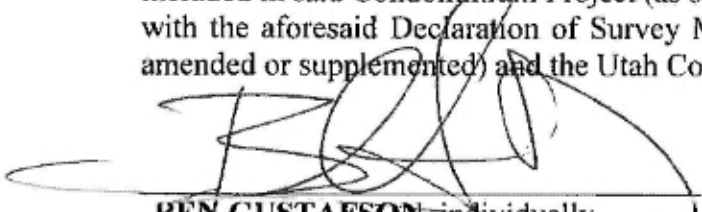
[Signature Pages Follow]

IN WITNESS WHEREOF, the foregoing Authorization Agreement of the Community Service Association of Meadow Creek is hereby adopted by the Members of the Association this 29th day of June 2023.

1. 855 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0001

Legal Description:

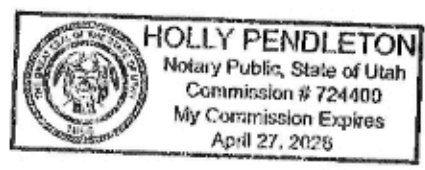
Unit I, in Building A, contained within the MEADOW CREEK CONDOMINIUMS, A Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County Utah. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is Appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.



BEN GUSTAFSON, individually


SARA GUSTAFSON, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Ben Gustafson and Sara Gustafson personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the same.




Notary Public

2. 857 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0002

Legal Description:

All of Unit two (2), Bldg A, Meadow Creek Condos, according to the official plat thereof, on file in the office of the recorder of Davis County, State of Utah.

CHARLENE ALLISON BOOTH,
Trustee of the Booth Family Trust, dated
September 13, 2022

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Charlene Allison Booth personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in her capacity as Trustee of the Booth Family Trust, dated September 13, 2022, and that by her signature on the instrument, she executed the Instrument on behalf of the same.

Notary Public

3. 861 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0003

Legal Description:

Unit 3, Building A, contained within MEADOW CREEK CONDOMINIUMS, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah as Entry No. 623449, in Book 915, at Page 602 and in the Declaration of Covenants, Conditions, and Restrictions recorded in Davis County, Utah as Entry No. 623450, in Book 915, at Page 603 (as said Map and Declaration may have heretofore been amended or supplemented).

Together with the Appurtenant undivided ownership interest in and to the common areas and facilities as defined and described in said Map and Declaration.



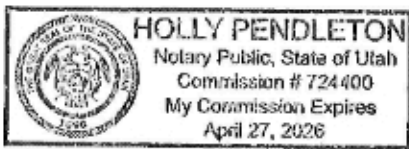
WESLEY J. FELICE, individually



KAYLA M. FELICE, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Wesley J. Felice and Kayla M. Felice personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the same.





Notary Public

4. 865 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0004

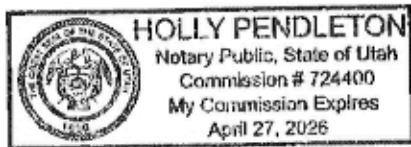
Legal Description:

All of Lot 4, Building A, Meadow Creek Condominiums, including the rights of use of the appurtenant Parking Stalls, Common Areas, Limited Common Areas and Facilities, as the same is defined and established and identified on the "Record of Survey Map of Meadow Creek Condominiums", recorded September 24, 1982 as Entry No. 623449, in Book 915, at Page 602, of Official Records and as set forth and defined and established in the Declaration of Covenants, Conditions and Restrictions recorded September 24, 1982, as Entry No. 623450, in Book 915, at Page 603 and any Amendments thereto.


BRIAN TREASURE, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Brian Treasure personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the same.




Notary Public

6. 871 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0006

Legal Description:

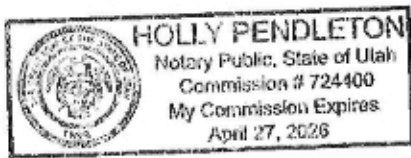
Unit 6, in Building A, contained within the Meadow Creek Condominium, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to Which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

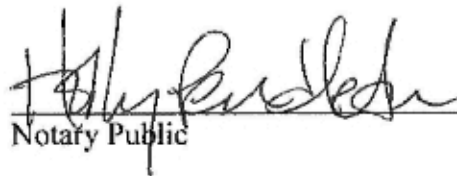


JONATHAN LOGAN GARLAND,
individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Jonathan Logan Garland personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the same.





Notary Public

7. 875 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0007

Legal Description:

UNIT NO. 7, IN BUILDING A, CONTAINED WITHIN THE MEADOW CREEK CONDOMINIUMS, A PLANNED UNIT DEVELOPMENT CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN DAVIS COUNTY, AS ENTRY NO. 623449 IN BOOK 915 AT PAGE 602 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED IN DAVIS COUNTY, AS ENTRY NO. 623450 IN BOOK 915 AT PAGE 603 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

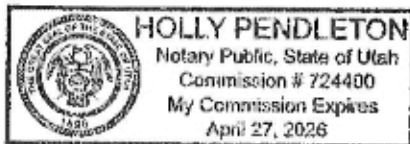
TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.



AMBER B. THOMPSON, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Amber B. Thompson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.





Notary Public

8. 877 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0008

Legal Description:

All of Unit 8, Building A, Meadow Creek Condominiums, a Planned Unit Development, including the rights of use of the appurtenant parking stalls, common areas, limited common areas and facilities, as the same is defined and established and identified on the "record of Survey Map of Meadow Creek Condominium", recorded September 24, 1982, as Entry No. 623449. in Book

915, at Page, 602 of Official Records and as set forth and defined and established in the Declaration of covenants, Conditions and Restrictions of Meadow Creek condominiums, a Planned Unit Development, recorded September 24, 1982, as Entry No. 623450, in Book 9151, Page 603, and any amendment's thereto.


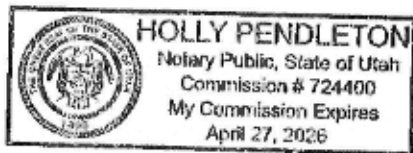
Together with and subject to Easements through said lots, appurtenant to the Common Areas and Facilities and all other lots for support and repair of the Common Areas and Facilities and all other lots, and easements appurtenant to the common Areas and Facilities, for the encroachment upon the air space of said lot by those portions of the Common Areas and Facilities located within said lot.



SAMANTHA PYPER, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Samantha Pyper personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.


Notary Public

9. 881 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0009

Legal Description:

Unit 9, in Building A, contained within the MEADOW CREEK CONDOMINIUMS, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah.

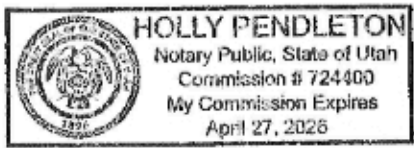
Together with: (A) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (The referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (B) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The nonexclusive right to use and enjoy the Common Areas and Facilities included in said condominium project (As said. project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (As said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

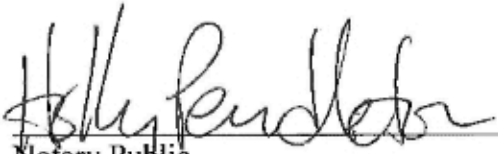


TIANI L. PYPER, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Tiani L. Pyper personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.





Notary Public

10. 885 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0010

Legal Description:

All of Unit 10, Building A, Meadow Creek Condominiums, Layton City, Davis County, Utah, According to the record of survey map, and any amendments thereto, and described in the declaration of Condominium, and any amendments thereto, on file and of record in the Davis County recorder's office.

Together with the undivided ownership interest in the common areas and facilities which is appurtenant to said unit.

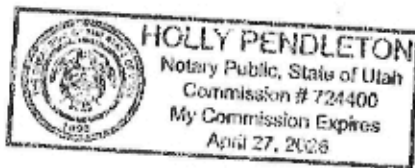
REBECA OLAN, individually

DEVORA PEREZ PEREZ, individually

ABIGAIL GARCIA OLAN, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

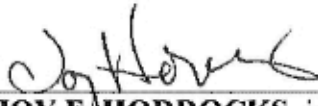
On this 29th day of June 2023, before me the undersigned notary public, personally appeared Rebeca Olan, Devora Perez Perez, and Abigail Garcia Olan personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the same.


Notary Public

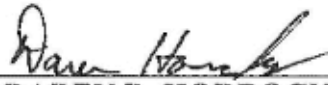
11. 854 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0011

Legal Description:

Unit 11, in Building B, contained within the MEADOW CREEK CONDOMINIUMS, A Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.



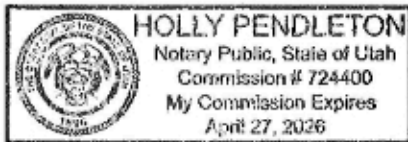
JOY E. HORROCKS, individually



DAREN D. HORROCKS, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Joy E. Horrocks and Daren D. Horrocks personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the same.



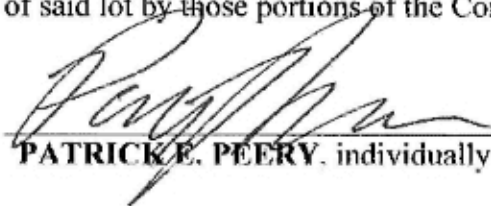
Notary Public

12. 858 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0012

Legal Description:

Unit 12, Building B, MEADOW CREEK CONDOMINIUMS, a Planned Unit Development, including the right of use of the appurtenant Parking Stalls, Common Areas, Limited Common Areas, and Facilities, as the same is defined and established and identified on the record of Survey Map of MEADOW CREEK CONDOMINIUMS dated August 31, 1982 and recorded September 24, 1982 as Entry No. 623449, in Book 915, Page 602 of Official Records, a Planned Unit Development of part of Sections 21 and 22, Township 4 North, Range 1 West, Salt Lake Base and Meridian, in the city of Layton, and as set forth and defined and established in the Declaration of Covenants, Conditions and Restrictions of MEADOW CREEK CONDOMINIUMS, a Planned Unit Development dated August 31, 1982 and recorded September 24, 1982, as Entry No. 623450, in Book 915, Page 603 of Official Records of Davis County, Utah.

Together with easements through said lots appurtenant to the Common Area and Facilities and all other lots for support and repair of the Common Areas and Facilities and all other lots, and easements appurtenant to the Common Areas and Facilities for encroachment upon the air space of said lot by those portions of the Common Areas and Facilities located within said lot.



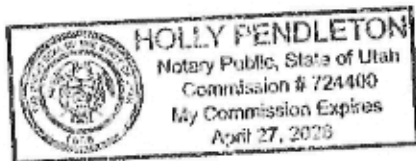
PATRICK E. PEERY, individually




RACHEL A. PEERY, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Patrick E. Peery and Rachel A. Peery personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the same.





Notary Public

15. 868 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0015


Legal Description:

Unit 15, Building B, Meadow Creek Condominiums, Layton City, Davis County, Utah, according to the Record of Survey Map, and any Amendments thereto, and described in the Declaration of Condominium, and any Amendments thereto, on file and of record In the Davis County Recorder's Office.

Together With the undivided ownership interest in the common areas and facilities which is appurtenant to said Unit.



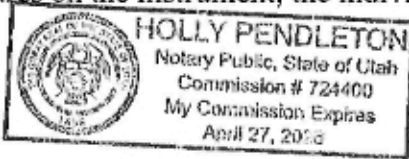
MARIA CELLA OCHOA FERNANDEZ,
individually



KAREN A. EMMONS, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Maria Cella Ochoa Fernandez and Karen A. Emmons, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals executed the same.





Notary Public

16. 872 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0016

Legal Description:

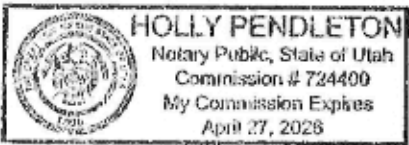
Unit 16, Building B, Meadow Creek Condominiums, Layton City, Davis County, Utah, according to the, official plat thereof on file and of record in the office of the Davis County Recorder.

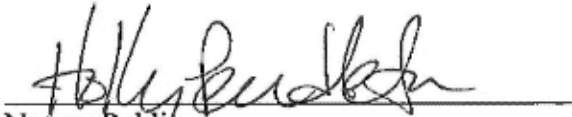
Together with the undivided ownership interest in the common areas and facilities which is appurtenant to said Unit.


AIMEE MARTIN, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Aimee Martin personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.

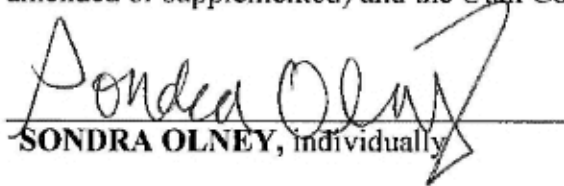



Notary Public

17. 876 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0017

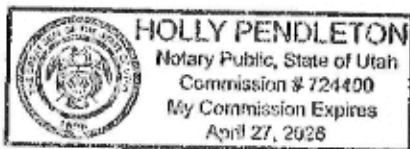
Legal Description:

Unit 17, in Building B, contained within the MEADOW CREEK CONDOMINIUMS, A Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah. Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration of Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.


SONDRA OLNEY, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Sondra Olney personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.




Notary Public

18. 878 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0018

Legal Description:

All of Lot 18, including the rights of use of the appurtenant Parking Stalls, Common Areas, Limited Common Areas, and facilities, as the same is defined and established and identified on the "RECORD OF SURVEY MAP OF MEADOW CREEK CONDOMINIUMS", dated August 31, 1982, and recorded September 24, 1982, as Entry No. 623449, in Book 915, Page 602 of Official Records, a Planned Unit Development of part of Section 21 and 22, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and as set forth and defined and established in the Declaration of Covenants, Conditions and Restrictions of Meadow Creek Condominiums, a Planned Unit Development, dated August 31, 1982, and recorded September 24, 1982, as Entry No. 623450, in Book 915, Page 603 of Official Records of Davis County, Utah, and as amended recorded May 11, 1983, as Entry No. 640027, in Book 942, Page 54 of Official Records of Davis County, Utah.

TOGETHER WITH AND SUBJECT TO easements through said Lots, appurtenant to the common area and facilities and all other Lots, for support and repair of the common areas and facilities and all other Lots, and easements appurtenant to the common areas and facilities, for encroachment upon the air space of said Lot by those portions of the common areas and facilities located within said Lot.

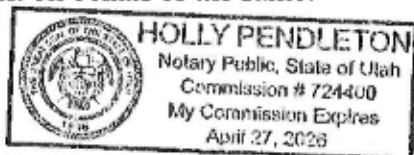
878 EAST 575 NORTH LLC
a Utah limited Liability Company

By: Holly Jessop, Manager
Holly Jessop, Manager

By: Scott Jessop MANAGER
Scott Jessop, Manager

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Holly Jessop and Scott Jessop personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity as Managers of 878 EAST 575 NORTH LLC, a Utah limited liability company and that by their signature on the instrument, they executed the Instrument on behalf of the same.



Holly Pendleton
Notary Public

19. 880 East 575 North, Layton, UT 84041 – Parcel ID No.10-111-0019

Legal Description:

All of Unit 19, Building B, Meadow Creek Condominiums, a planned unit development, including the rights of use of the appurtenant parking stalls, common areas and facilities, as the same is defined and established and identified on the "Record of Survey Map of meadow Creek Condominiums", dated August 31, 1982, and recorded September 24, 1982, as Entry No. 623449, in Book 915, Page 602 of Official Records, a planned unit development of part of Section 21 and 22, Township 4 North, Range 1 West, Salt Lake Meridian, in the city of Layton and as set forth and defined and as established in the Declaration of Covenants, conditions and Restrictions of Meadow Creek Condominiums, a planned unit development, dated August 31, 1982 and recorded September 24, 1982, as Entry No. 623450, in Book 915, Page 603 of Official Records of Davis County, Utah and as amended recorded May 11, 1983, as Entry No. 640027, in Book 942, Page 54 of Official Records of Davis County, Utah.

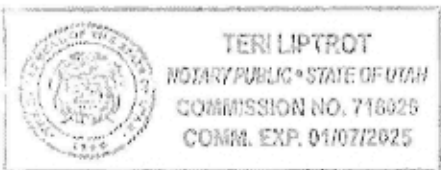
Together with and subject to easement through said units, appurtenant to the common areas and facilities and all other units, for support and repair of the common areas and facilities and all other units, and easements appurtenant to the common areas and facilities, for encroachment upon the air space of said unit by those portions of the common areas and facilities located within said unit.

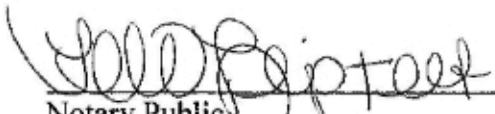


TERRY L NELSON, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 19 day of JULY 2023, before me the undersigned notary public, personally appeared Terry L Nelson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.



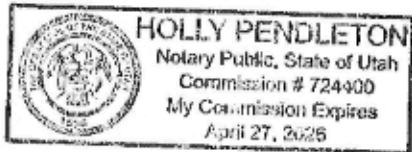


Notary Public

Emily N. Ridenour
EMILY N. RIDENOUR, individually

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 29th day of June 2023, before me the undersigned notary public, personally appeared Emily N. Ridenour personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the same.



Holly Pendleton
Notary Public

Exhibit "A"
The Amended Plat
(See Attached)

Exhibit "B"
Amended and Restated Declaration of Covenants, Conditions and Restrictions
(See Attached)

WHEN RECORDED, PLEASE MAIL TO:

Buchalter
Attn: Wesley J. Felice
60 East South Temple
Salt Lake City, UT 84111

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE MEADOW CREEK TOWNHOMES
(A PLANNED UNIT DEVELOPMENT IN DAVIS COUNTY)**

This **AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MEADOW CREEK TOWNHOMES, A PLANNED UNIT DEVELOPMENT** (this “Declaration”) is made and executed this ___ day of _____, 2023 (the “Effective Date”), by the Members of the Community Service Association of Meadow Creek, a Utah non-profit corporation (referred to individually herein as “Owner” and collectively as “Owners”).

RECITALS

A. The Meadow Creek Townhomes are located within Davis County, Utah, and is comprised of two (2) multi-family buildings, each containing ten (10) townhomes, limited common area, and common area. The property is generally referred to as the “Project” or “Townhomes” and is more particularly described in Exhibit A attached hereto. This Planned Unit Development is not a “cooperative” as that term is used in the Utah Community Association Act, Utah Code Ann. Section 57-8a-101 *et seq*, nor is it a “Condominium” as that term is defined and used in the Utah Condominium Ownership Act, Utah Code Ann. Section 57-8-1 *et seq*.

B. A plat creating the Meadow Creek Condominiums was first recorded in the Davis County Recorder’s office on September 24, 1982, Book 915, Page 602 (the “Original Plat”). Concurrently, the Declaration of Covenants, Conditions and Restrictions of Meadow Creek Condominiums, a Planned Unit Development was recorded in the Davis County Recorder’s office on September 24, 1982, Book 915, Page 603 (the “Original Declaration”).

C. The Original Plat and Original Declaration each contain references to “condominiums” or the Utah Condominium Association Act. At the time, the development was originally developed, platted and recorded, planned unit developments were in their infancy. Accordingly, the Original Plat and Original Declaration ambiguously conflate condominiums with planned unit developments.

D. To correct the Original Plat, an Amended Plat renamed the Meadow Creek Condominiums to the Meadow Creek Townhomes and was recorded in the Davis County

Recorder's office on _____, 2023, Entry No. _____, Book _____, Page _____ (the "Plat").

E. The Owners now desire to amend the Original Declaration for the mutual benefit of all future Owners and occupants of the Project and to make this Declaration to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Property as a Planned Unit Development, to manage and preserve the value and appearance of the Property by collecting assessments and disbursing funds as hereinafter set forth, and to perform such other acts as shall generally benefit the Property and the Owners. Following the recording of the Plat and this Declaration, no portion of the Property, shall contain condominiums governed by Chapter 8 of the Utah Condominium Ownership Act.

F. The Owners now desire to recreate an association of homeowners, which entity shall possess the power to maintain and administer the Common Areas, collect and disburse assessments and charges hereinafter provided for, and administer and enforce the provisions of this Declaration. It is intended that this Declaration shall serve as a binding contract between the Association and each Owner.

G. The Community Service Association of Meadow Creek (the "Association") was originally incorporated on September 24, 1982, under the Utah Nonprofit Corporation and Cooperative Association Act. The Association was reincorporated as a Community Association pursuant to the Utah Community Association Act (Utah Code Ann. §§ 57-8a-101 et seq., the "Act") on _____, 2023, and will be the entity that has the primary responsibility to administer and enforce this Declaration.

DECLARATION

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions, and uses, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

1. **DEFINITIONS.** The following words, phrases, or terms used in this Declaration shall have the following meanings:

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

1.2 "Architctural Control Committee" or "Committee" shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described herein.

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

1.4 “Annual Assessment” shall mean the charge levied and assessed each year against each Lot pursuant to Section 4.2 hereof.

1.5 “Assessment”

1.6 “Assessment Lien”

1.7 “Association” shall mean the Community Service Association of Meadow Creek, a Utah nonprofit corporation, organized to administer and enforce the covenants and to exercise the rights, powers, and duties set forth in this Declaration.

1.8 “Association Rules” or “Rules” shall mean any rules or regulations relating to the Property, which are approved by the Board of Directors pursuant to this Declaration or the Bylaws.

1.9 “Board” or “Board of Directors” shall mean the Board of Directors of the Association.

1.10 “Bylaws” shall mean and refer to the Bylaws of the Association, as amended from time to time.

1.11 “Common Area” shall mean all areas of the Project outside of the exterior walls of the Living Units. The portion of each Lot designated as ingress, egress, and public utility easement areas (i.e. Shared Access Area) shall be considered Common Area. Common Areas may include without obligation or limitation, roadway improvements, Association signs or monuments, open space, landscaped areas, sprinkler systems, street signage, dog runs, lighting detached from Living Units, sidewalks, fire pits, fences, and other similar improvements; and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all utility and service lines and similar improvements, whether public or private company owned, intended to serve more than one Living Unit, whether located on a Lot or lying inside of the exterior boundaries of the Living Unit. Common Areas do not include the back yards of each Living Unit which are expressly included as a part of the Lot.

1.12 “Common Expenses” shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas or Shared Access Areas which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.13 "Design Guidelines"

1.14 "Director" shall mean and refer to an individual member of the Board of Directors.

1.15 "Governing Documents" shall mean this Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Association Rules.

1.16 "Limited Common Areas" shall mean the Common Areas reserved for the use and benefit of a designated Lot or Living Unit to the exclusion of other Owners. Whether or not indicated on the Plat, the Limited Common Areas shall include porches, front garden beds, balconies, parking spots, and exterior sheds.

1.17 "Living Unit" shall mean a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence. The Living Unit shall include, without limitation, the roofs and all exterior surfaces, exterior trim, gutters, downspouts, and foundations. The Living Unit shall also include any mechanical equipment and appurtenances located within any one Living Unit, or located without said Living Unit but designed to serve only that Living Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Living Unit or serving only the Living Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Living Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Living Unit is located shall be deemed to be a part of the Living Unit.

1.18 "Lot" shall mean any separately numbered and individually described parcel of land shown as a Lot on the Plat and that is designed, occupied, or intended to be occupied as living quarters for a single family and includes facilities for cooking, sleeping, and sanitation. Each Lot shall contain a Living Unit.

1.19 "Maintenance Charges" shall mean any and all costs assessed against an Owner's Lot and to be reimbursed to the Association for work done pursuant to Sections 5.2 and 5.3 and fines, penalties, and collection costs incurred in connection with delinquent Annual or Special Assessments pursuant to Section 4.6 and the Governing Documents.

1.20 "Member" shall mean any person holding a membership in the Association pursuant to the provisions of Section 2.1.

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

1.22 "Mortgagee" shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

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

1.24 "Owner" shall mean (when so capitalized) the record holder of legal title to the fee simple interest in any Lot. If there is more than one record holder of legal title to a Lot, each record holder shall be an "Owner."

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

1.26 "Plat" shall mean and refer to the official subdivision plat referenced in the recitals hereto.

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

1.28 "Permanent Occupant," a person who has occupied a Lot for longer than six (6) months, or who possess a leasehold interest in a Lot with a term longer than six (6) months.

1.29 "Plat" shall mean and refer to the duly approved and recorded Meadow Creek Townhomes, a Planned Unit Development plat, as more particularly defined in the above recitals.

1.30 "Shared Access Area" shall mean the land surrounding the footprint of the Lots as shown on the Plat The Shared Access Area shall be maintained by the Association. This includes the maintenance of the landscaping on and snow removal from the Shared Access Area, and the maintenance repair and replacement of the parking and drive areas running through the Shared Access Area.

1.31 "Special Assessment" shall mean any assessment levied and assessed pursuant to Section 4.3

2. MEMBERSHIP AND VOTING

2.1 Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed, or alienated in any way except (i) under Section 2.3 of this Article II, or (ii) upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the Membership appurtenant to such Lot to the new Owner thereof.

2.2 Voting Rights. Except as otherwise disallowed in this Declaration, or the Bylaws, Members shall be entitled to one (1) vote for each Lot owned by such Member. Although each of the multiple Owners of a single Lot shall be a Member, in no event shall more than one (1) vote exist or be cast on the basis of a single Lot. A determination of which of the multiple Owners of a single Lot shall cast the vote on the basis of that Lot shall be in accordance with Section 2.3 of this Article II.

2.3 Multiple Interests and Voting. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. An Owner may elect to have a Permanent Occupant of an Owner's Lot vote by proxy, so long as the Permanent Occupant (i) is an Occupant of the Lot for which the vote is cast, and (ii) possesses an equitable interest in such Lot. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

2.4 Lists of Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Lot, which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Davis County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it, or at its option, the Association may act and rely on current ownership information respecting any Lot or Lots which is obtained from the office of the County Recorder of Davis County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such person unless the Association is otherwise advised in writing.

3. ASSOCIATION

3.1 Formation of Association. The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and set forth in its Governing Documents. None of the other Governing Documents of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

3.2 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws of the Association as the same may be amended from time to time. The Board shall be composed of volunteer Members elected pursuant to the provisions of the Bylaws. The Board may also appoint various committees and may appoint a Manager who, subject to the direction of the Board, shall be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager or any other employee of the Association.

3.3 Management. Unless otherwise delegated to a private management company, the Property shall be managed by the Board. The Board may delegate such of its powers and duties to a manager as it deems appropriate, reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any manager may be revoked by the Board at any time, with or without cause.

3.4 Personal Liability. Neither the Association nor any member of the Board, officer, manager, or other employee or committee member of the Association shall be personally liable to any Member or to any other person, including the Association, for any damage, loss, claim, or prejudice suffered or claimed on account of any act, omission, negligence, or other matter, of any kind or nature except for acts performed intentionally and with malice.

3.5 Owners Duties. In the event the Association ceases to exist or perform its obligation, then the owners shall be collectively responsible for performing the duties and obligations to be performed by the Association hereunder.

4. ASSESSMENTS

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

4.2 Assessment Lien. All Members of the Association hereby covenant and agree, and each Owner, by acceptance of a deed to a Lot is deemed to covenant and agree, to pay to the Association the following assessments and charges: (a) Annual Assessments, (b) Special Assessments, and (c) Maintenance Charges (together the "Assessments"), all such assessments and charges to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be secured by a lien (the "Assessment Lien") on the Lot to which they relate, in favor of the Association, which shall be a continuing servitude and lien upon the Lot against which each such assessment or charge is made. The Assessment Lien shall be a charge on the Lot, shall attach from the date when the unpaid assessment or charge shall become due, and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Assessment Lien may be foreclosed judicially or non-judicially by the Association in the same manner as a mortgage or deed of trust on real property upon the recording of a Notice of Delinquent Assessment or Charge as set forth in Section 4.6 hereof. The Association shall be entitled to purchase the Lot at any foreclosure sale.

4.3 Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of residents of the Project, including but

not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas and Shared Access Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

4.4 Annual Assessments. Commencing on the earlier of (i) _____, 2023, an Annual Assessment shall be made against each Lot for the purpose of paying (or creating a reserve for) Common Expenses. The Annual Assessment for all Lots shall be set by the Board. After _____, 2023, the Board may increase the Annual Assessment each year by not more than 10 percent (10%) above the previous year's Annual Assessment. If the Annual Assessment is to be increased by more than 10% of the previous year's Annual Assessment, it can only be done by a vote of sixty-six and two-thirds percent (66.66%) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

4.5 Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment period, a Special Assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

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

necessitated by the Owner's or his/her Occupants' negligence.

4.7 Uniform Rate of Assessment. The Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a yearly basis divided into twelve (12) equal payments, or more frequently if the Board shall so determine.

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

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

4.10 Certificate Regarding Payment. Upon the request of an Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee as permitted in the Act.

4.11 Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorney fees shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made pursuant to Utah Code § 57-Ba-301; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

4.12 Billing and Collection Procedures. The Board shall have the right to adopt Rules setting forth procedures for the billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the

Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident at the Project.

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

4.14 Collection Charge. If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply. Delinquent accounts shall be charged a late fee in the amount of twenty percent (20%) of the Assessment each month until the Owner's account (including all collection charges, costs, and attorneys' fees) is paid in full. Interest shall accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and/or late fees shall constitute part of the Assessment lien provided above until paid.

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

4.15.1 The Association may suspend such Owner's voting rights.

4.15.2 The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Salt Lake County against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

4.15.3 The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above. Recovery on any such action,

however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

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

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

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

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

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

4.17 Reserve Account. The Board shall contribute any reserve funds from collected prior to this Declaration and reestablish a reserve account to fund the long-term maintenance of Common Areas and Limited Common Areas. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a Reserve Account. The Board shall not be personally liable for future funding of the reserve unless willful or intentional misconduct is proven in a court of law.

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

4.19 Use or Allocation of Assessments. The Board shall have discretion to make general or specific expenditures of assessments and other Association funds and to approve those expenditures as they are made by authority of the Board or Officers of the Association pursuant to the Bylaws. All expenditures in excess of \$1,000.00 shall require the approval of two or more

Board members or authorized officers. Checks signed by two such persons shall be sufficient evidence of approval.

4.20 Financial Records. The Association shall keep a record of its receipts and expenditures for the prior three (3) calendar years of its operation. Such records shall be available for review by the Members at a reasonable time and place as designated by the Board.

5. RIGHTS OF FIRST MORTGAGEE

5.1 Title in Mortgage. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for all Assessments levied while it holds title to the Lot.

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

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

6. MAINTENANCE

6.1 Association maintenance. The Association shall maintain, repair, and replace the Common Areas, Limited Common Areas, and Shared Access Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to: (i) the common landscaped areas in the Project, and any unmaintained front garden beds, (ii) the exterior walls, roofs, gutters, down spouts, soffits, and fascia of the Living Units, (iii) private utility lines owned or controlled by the Association that serve more than one Living Unit, (iv) landscape and drainage easements owned or controlled by the Association, (v) perimeter fences and lot fences and other improvements installed for the benefit of all Owners, (vi) the exterior sheds behind each Living Unit, (vii) the covered parking car port, (viii) the exterior balconies, (ix) paving and striping of the paved areas and parking lots, and (x) personal property owned by the Association. The Association shall maintain, replace, and repair the private roads and sidewalks in the Project including the performance of all snow removal. The maintenance allocations provided in this Article shall clarify, expand upon, and supersede any maintenance provisions contained in the Plat or other Governing Documents. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas. The Association shall have no obligation to perform any interior building maintenance and/or repair of any part of a Lot, Living Unit, or any other landscaping installed by an Owner without the Association's express agreement for such maintenance.

6.2 Services. The Association shall provide or contract for such ongoing services as the Board may reasonably deem to be of benefit to the Project, including, without limitation, landscaping, snow removal, Secondary Water, and garbage removal services for all Lots.

6.3 Owner Maintenance. Each Owner shall have the obligation to provide interior maintenance of the Living Units including, but not limited to, the maintenance, repair, and replacement of interior structural elements of the Living Units, foundations, and utility lines that solely service the Lot or Living Unit. Owners shall also be responsible for the maintenance, repair, and replacement of the windows, doors, and back yards for each of their respective Living Units. The Garden beds in front of each Living Unit, are the responsibility of the associated Owner. Such garden beds must be planted, maintained, and kept reasonably free from trash and weeds. If in the Boards reasonable discretion, a garden bed is not being maintained, the Association shall cause the garden bed to be maintained, and shall charge the associated cost of such maintenance back to the Owner of the associated Living Unit. The responsibility and cost to maintain, repair and replace, interior Party Walls, or other shared facilities not maintained by the Association shall be borne pro rata by the Lot Owners benefited thereby. Each Owner shall paint, repair, and otherwise maintain the interior of its Living Unit and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems. Each owner with an evaporative cooling unit on the roof, is responsible for its maintenance, repair, and if necessary replacement. Additionally, if the evaporative cooling unit causes any new damage to the underlying roof after the later of (i) the date the roof is first replaced above the affected unit after the Effective Date, or (ii) December 31, 2023, the owner thereof, is responsible for repairing and if necessary replacing the damaged roof.

6.4 Party Wall Maintenance. By acceptance of a deed to a Lot, each Owner hereby acknowledges, agrees, and understands that it is essential that the Party Wall be maintained in good condition and repair to preserve the integrity of the Living Units as they are used and occupied by Owners. Each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the Party Wall. With respect to the surface components of the Party Wall, each Owner agrees to maintain and keep in good condition and repair, including the making of replacements as needed, all surface components which face into such Owners' respective Living Unit. With respect to pipes, conduits, ducts, and other utility service lines and connections which benefit one or more, but fewer than all, of the Owners, the Owner(s) benefited thereby shall be fully and personally responsible for the cost of maintaining such items in good condition and repair, including the making of replacements as needed. If the need for maintenance or repair of the Party Wall or improvements on either side of the Party Wall is caused through the willful or negligent act of any Owner or his/her Occupant, the cost of such maintenance or repairs shall be the sole and exclusive expense of such Owner. If the need for maintenance or repair of the Party Wall or improvements on either side of the Party Wall is caused by an act of god, or otherwise is no fault of either party, the Owners agree to work through insurance to pay for the costs and repairs for their own respective Living Units. With respect to structural components of the Party Wall, except as may be otherwise provided in the immediately preceding sentences, the Owners benefitted by the Party Wall agree to share equally in the cost of maintenance and upkeep thereof in good condition and repair, including the replacement thereof as necessary. If there is a dispute over the responsibility for maintenance or repair of a Party Wall, the Association may, but shall not be required to, intervene and determine each Owner's

responsibility. The Association shall have the powers set forth herein to remedy any neglect in performing Party Wall maintenance responsibilities.

6.5 Owner Maintenance Neglect. The Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon; but only if the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot as provided in Article V. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all the provisions of this Declaration and such Rules.

6.6 Maintenance caused by Owner Negligence. In the event that the need for maintenance or repair of Common Areas and other areas maintained by the Association is caused through the willful or negligent act of any Owner or his or her family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the Maintenance Charge to which such Owner's Lot is subject and shall be secured by the Assessment Lien.

7. RIGHTS AND POWERS OF ASSOCIATION

7.1 Association's Rights. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its other Governing Documents.

7.2 Rights of Enforcement. The Association (as the agent and representative of the Members), shall have the right to enforce the covenants set forth in this Declaration and the other Governing Documents. The Association shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or other Governing Documents. If the Association prevails in any proceeding at law or in equity to enforce the provisions of this Declaration or the other Governing Documents, Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action. Failure by the Association to enforce any covenant or restriction contained in the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. The Association may delegate its enforcement authority to any third party acting under such entities supervision and control and by written authorization of such.

7.3 Insurance. The Association shall obtain in its name and keep in full force and effect at all times, insurance policies for such casualty and public liability, and other insurance

policies as the Board deems necessary.

7.4 Association Rules. The Association may adopt, amend, and repeal such rules and regulations (including appropriate fines for violations thereof) as the Association deems reasonable to supplement the terms of this Declaration. Each Owner shall be notified of any additions or amendments to the Association Rules in any manner permitted by law, which is reasonably calculated by the Board to put affected owners on notice of the same, which notification procedure may include notifying the Owners that changes have been made to the Association Rules, and directing the Owners to refer to the Association's Website, if any, or other readily available sources for a complete copy of the updated Association Rules. Unless otherwise specified, said rules and regulations shall have the same force and effect upon such notification as if they were set forth in and where part of this Declaration. The Association Rules shall not discriminate against Owners. In the event of any conflict between the Association Rules and this Declaration, the Declaration shall control.

8. ARCHITECTURAL CONTROL COMMITTEE

8.1 Purpose. In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, all exterior design, landscaping, and changes or alterations to an existing use, landscaping, and exterior design and development shall be subject to design review by the Architectural Control Committee (the "Committee").

8.2 Creation. The initial Committee will consist of the Board of Directors and will act in the dual role of Board of Directors and Architectural Control Committee. The Board may appoint at any time one or more members of the Board to serve as the Committee. Before an appointment to the Committee becomes valid, the appointed Committee member must accept the appointment, and notice must be given to all the Members of the appointment. If the Architectural Control Committee consists of more than one (1) member, the majority of the Committee shall constitute a quorum, and the concurrence of the majority shall be necessary to carry out the provisions applicable to the Committee, provided that a single member of the Committee may be authorized to take action on behalf of the Committee by the unanimous written resolution of the Committee. In the event of death or resignation of any of the members of the Committee, the Board shall have full authority to appoint another person to fill the said vacancy. Should any Committee member move his or her residence outside of the Property, such Member shall be automatically disqualified to serve, and that position on the Committee shall be considered vacant.

8.3 In the event of a violation of any of the provisions of this Declaration or other Association Rules applicable to exterior design and landscaping, the Architectural Control Committee is authorized and empowered, subject to the authority of the Board, to take such action as may be necessary to restrain or enjoin the violations of these codes and covenants. All costs, including attorneys' fees, of such enforcement, shall be borne by the Owners who are in violation of this Declaration.

8.4 Design Guidelines. The Architectural Control Committee shall adopt and publish design guidelines which shall set forth standards of design and construction applicable to all Lots

(the "Design Guidelines"), which shall be consistently applied. The initial Design Guidelines shall be discussed and voted on at first meeting of the Association after the Effective Date in which they are prepared and ready. Thereafter, the Architectural Committee may amend the Design Guidelines pursuant to the requirements of the Act.

8.5 Required Approval. No improvements shall be constructed, erected, relocated, removed or installed on a Lot, nor shall any alteration or change to the exterior of the improvements, to a Lot, or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks or shutters) be commenced unless approved in writing by the Architectural Control Committee. The Architectural Control Committee may require that an Owner submit reasonable plans and specifications showing exterior design, height, materials, color, locations of the structure or addition to the structure or proposed improvement (horizontally and vertically), as well as such other materials and information as may be required to make an informed decision.

8.6 Reply and Communication. The Architectural Control Committee shall reply to all submittal of plans made in accordance with this Declaration and the Design Guidelines, in writing within twenty (20) days after actual receipt. In the event the Architectural Control Committee fails to take any action on submitted applications within twenty (20) days after such receipt, approval shall be deemed to be granted.

9. COVENANTS, CONDITIONS AND RESTRICTIONS

9.1 Land Use and Building Type. No Lot shall be used except for residential purposes. Any exterior material change, new exterior construction, or exterior remodel to the existing buildings located on any Lot or to the landscaping associated therewith shall be subject to the following provisions regarding such.

9.2 Construction Quality, Size, and Cost. All exterior materials and colors shall comply with the Association Rules and County Standards and are to be specified on plans and submitted for approval by the Committee. The Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the Design Guidelines, and the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

9.3 Landscaping. Any trees, lawns, shrubs, or other plantings shall be properly nurtured and maintained by the Association if located in a Common Area. The garden beds in front of each Owner's Lot shall be maintained in accordance with Section 6 herein. Each Lot Owner shall be assessed the Annual Assessment set forth in Section 4.2 to maintain such plantings in the Common Areas. Major changes to lawn, patio, and garden areas must be approved by the Committee.

9.4 Temporary Occupancy and Temporary Buildings. No trailer, basement of any

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

9.5 Accessory Structures. Patio structures, sheds, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the prior written approval of the Committee. Accessory dwelling structures are expressly prohibited.

9.6 Exterior Antennas, Lights, and Power Lines. Except as permitted by Association Rules, exterior antennas are prohibited. One functional TV dish is allowed, provided that the location of TV dishes must be approved by the Committee, and such dish is currently in use by the Owner. Exterior lighting that is detached from the dwelling will not be allowed unless allowed by Association Rules or approved by the Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e., tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. In the event that the installation of any of the foregoing items falls within regulations adopted by the Federal Communication Commission, such installations shall in all events be required to comply with said regulations.

9.7 Nuisances: Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Normal construction activities and parking in connection with maintenance or reconstruction of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may require screening of the storage areas.

9.8 The use of motorcycles and other motorized recreational vehicles, which may produce audible annoyance to the Owners, shall be limited to ingress and egress of the Property.

9.9 No oil or gas drilling, development, operations, refining, storage, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.

9.10 The burning of rubbish, leaves, or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

9.11 No Owner shall permit anything or condition to exist upon any Lot, which shall induce, breed, or harbor infectious plant diseases or noxious insects.

9.12 The Board, in its sole discretion, shall have the right to determine the existence of any nuisance.

9.13 Signs. Except as provided in this Section 8.11 or as permitted by the Association Rules, no signs of any kind shall be displayed to public view on any Lot. The Association Rules shall provide for the reasonable display of signs advertising a Lot for sale or rent, and the improvement of the Lot during construction. Political signs shall be permitted, provided that the Association Rules may regulate the time, place, and manner for the posting of such signs, and adopt reasonable design criteria relating to the same.

9.14 Animals. The Association is committed to the preservation and protection of native animal wildlife, which may, from time to time, wander onto and through the Property. Such wildlife shall not be fed or hunted within the Property. Except as provided herein or as permitted by the Association Rules, no animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot. Domestic dogs, cats, and other household pets may be permitted by the Association as long as they are maintained in accordance with this Declaration and the Association Rules, are not a nuisance (as that term is defined by the Davis County Municipal Code) and are not kept, bred, or maintained for any commercial purposes. No Owner or tenant thereof shall at any time own, harbor, or maintain more than three (3) cats or dogs in any combination in any Living Unit, except that a "Service Animal" (as that term is defined by the Americans with Disabilities Act), specifically trained to assist a person with a disability, does not count against the total number of allowed cats or dogs. If the rule regarding number of pets changes in the municipal code then governing the Project, it shall be assumed that the number of pets in the rule change applies to the Project. No dog or cat shall be allowed to roam unattended on the Property.

9.15 Repair of Building. No building or structure on any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Section 8.1 above, such building or structure shall be immediately repaired or rebuilt.

9.16 Restriction on Further Subdivision, Property Restrictions, and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board, which approval must be evidenced on the Plat or other instrument creating the Subdivision, easement, or other interest. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board, and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot and no applications for variances or use permits shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board, and the proposed use otherwise complies with this

Declaration.

9.17 Non-Residential Use. No gainful occupation, profession, or other non-residential use shall be conducted on the Lot, and no persons shall enter into any Lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval of the Board and the appropriate officials of Layton City. The provisions of this section do not apply to Occupants who maintain a home office for the express purpose of performing office or other clerical work from home on a part-time or full-time basis.

9.18 Fuel Storage. No tank for storage of fuel in excess of five (5) gallons may be maintained or installed on any Lot.

9.19 Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas and Shared Access Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner.

9.20 Title to Common Areas. The Owners will retain title to the real property comprising the Common Areas. However, the Association shall have a perpetual easement to the Common Areas and Shared Access Areas for the purpose of carrying out its duties and fulfilling its obligations under the Declaration..

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

9.21.1 The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas or Shared Access Areas;

9.21.2 The right of Layton City and any other governmental or quasigovernmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;

9.21.3 The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules; and

9.21.4 The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the

Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the Owners.

9.22 Association Easement. The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas, Shared Access Areas, and Limited Common Areas to perform their duties as assigned by the Governing Documents.

9.23 Easement for Utility Services. The Project and each Lot therein is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

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

9.25 Party Wall and Shared Roof Easement. Each Owner hereby acknowledges and agrees that a Party Wall or shared roof may presently encroach upon or overlap the Owner's Lot. Each Owner hereby grants to the Association, and the adjoining Owner of the other Lot that shares the Party Wall, or shared roof, an easement over and upon its Lot for the purpose of maintaining the Party Wall and shared roof. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the Party Wall and shared roof and the performance of each Owner's obligation to maintain and repair the townhome structure.

9.26 Paving. All paving of driveway and other flat paved areas shall be the responsibility of the Association.

9.27 Solar Equipment. Unless otherwise approved by the Board to be installed for the benefit of the entire community, Owners are prohibited from installing or causing the installation of solar panels, solar equipment, electric car chargers (except as permitted by Utah Statute), or wind turbines on their individual Lots.

9.28 Pools, Spas, Game Courts. Members shall not build, install, or construct pools, spas, or game courts.

9.29 Fences. The fencing dividing the backyards of lots and adjacent properties (the "Fencing"), shall be wholly owned by the Association, which shall maintain, repair, and if necessary rebuild the same. The Association shall have a perpetual easement across the backyards of all Lots to maintain, repair and rebuild the Fencing as needed. No other fences shall be built on any Lot or Common Area without the permission of the Board.

9.30 Parking and Storage. Parking within the Project is only allowed in designated parking stalls. Each Lot has two (2) appurtenant parking spaces (one covered, one uncovered) that are considered Limited Common Area as designated on the Plat. Visitors must either park in one of an Owner's two assigned parking spots, or they must otherwise park on the nearby public streets. No major mechanic work or repairs are to be conducted in the streets or front yards of houses. No inoperative or unregistered automobile or vehicle shall remain on any Limited Common Area for more than 30 days, and no such vehicle shall be placed or remain on the adjacent street for more than twenty four (24) hours. No trailers, campers, or other recreational vehicles shall be parked in the Limited Common Area for more than twenty four (24) hours. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited on any Lot. No articles, material, equipment, or vehicles of any nature shall be parked or stored outside of the Limited Common Areas assigned to each Lot. However, Owners may park their vehicles in front of their Living Unit for the purpose of loading and unloading personal property from vehicles, for periods not to exceed fifteen (15) minutes. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may park on Fairfield Road for brief periods of time (i.e., less than twenty-four hours). Under no circumstances may an Owner park their vehicle on Fairfield Road on an ongoing basis.

9.31 Intentionally Deleted.

9.32 Intentionally Deleted.

9.33 Intentionally Deleted.

9.34 Intentionally Deleted.

9.35 Overnight or Short-Term Accommodations. No Owner shall rent their Lot to any individual or individuals on a short-term or overnight basis. All leases for Lots within the Subdivision must be at least thirty (30) days in length and may not contain a de minimis lease buyout provision. Each Owner found to be in violation of this Section 9.33 may be assessed a \$500 fine per occurrence by the Association.

10. INSURANCE

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

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

10.2.1 The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all-

inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Living Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Living Units or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

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

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

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

10.2.5 Each property policy that the Association is required to maintain shall also contain or provide for the following: (1) “Inflation Guard Endorsement,” if available, (2) “Building Ordinance or Law Endorsement,” (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increase costs of reconstruction), and (3) “Equipment Breakdown,” if the Subdivision has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer’s minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000.00) or the insurable value of the building containing the equipment.

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

10.3.1 The Association’s’ policy provides primary insurance coverage, and: (i) the Owner is responsible for the Association’s policy deductible; and (ii) the Owner’s policy, if any, applies to that portion of the loss attributable to the Association’s policy deductible.

10.3.2 An Owner that has suffered damage to any combination of a Living Unit

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

10.3.3 If an Owner does not pay the amount required under this subsection within thirty (30) days after substantial completion of the repairs to, as applicable, the Living Unit or the Limited Common Area appurtenant to the Living Unit, the Association may levy an assessment against the Owner for that amount.

10.4 Deductible.

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

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

10.4.3 No Obligation. The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining such personal and real property insurance.

10.5 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership, or maintenance of the Common Area, and membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage, which should preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

10.6 Director's and Officer's Insurance. The Association shall obtain Directors' and

Officer's liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to enforce the Governing Documents, and breach of contract (if available). This Policy shall: (i) include coverage for volunteers and employees, (ii) include cover for monetary and non-monetary claims, (iii) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (iv) provide coverage for defamation. At the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

10.7 Theft and Embezzlement Insurance. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (i) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (ii) provide coverage for theft or embezzlement of funds by (a) Officers and Board of Directors members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, (d) officers, directors and employees of any Manager of the Association, and (e) coverage for acts.

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

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

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

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

10.12 Insurance Trustee. In the discretion of the Board or upon written request executed by Owners holding at least 50% of the entire voting interest of the Association, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.

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

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

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

11. AMENDMENTS

11.1 Term: Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect in perpetuity, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes cast at an election held for such purpose. If the necessary votes are obtained, the Board shall cause to be recorded in the office of the Davis County Recorder, a "Certificate of Termination," duly signed by the President and Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

11.2 Amendments. This Declaration may be amended by recording in the office of the Davis County Recorder a "Certificate of Amendment," duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted and shall certify that at an election duly called and held pursuant to the provisions of the Articles and Bylaws of the Association, the Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment.

12. MISCELLANEOUS

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

hereof.

12.2 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

12.3 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided such rules and regulations are not inconsistent with the provisions of this Declaration.

12.4 General Reservations. The Association reserves the right to grant, convey, sell, establish, amend, release, and otherwise deal with easements, reservations, exceptions, and exclusions with respect to the Property which do not materially interfere with the best interests of Owners and/or the Association including, but not limited to, access and utility easements, road easements, pedestrian and equestrian easements, pedestrian and hiking trails, and easements and drainage easements.

12.5 Run with the Land. The Association for itself, its successors, and assigns, hereby declares that all of the Property shall be held, used, and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the Owner of any interest in the Property.

[Remainder of page left blank to accommodate signatures]

IN WITNESS WHEREOF, the undersigned certifies that the foregoing Declaration was adopted by the Board of Directors of the Community Service Association of Meadow Creek effective as of the Effective Date, as authorized by the Members in that certain Authorization Agreement of the Community Service Association of Meadow Creek, effective June 29, 2023 and recorded in the official records of Davis County Utah on _____, __ 2023.

**THE COMMUNITY SERVICE ASSOCIATION
OF MEADOW CREEK**

By its Board of Directors:

Brian Treasure, Director

Sondra Olney, Director

Amber Thompson, Director

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this ____ day of _____, 20__, personally appeared before me Brian Treasure, Sondra Olney, and Amber Thompson, known to me to be the persons who executed the within and foregoing instrument as Directors of The Community Service Association of Meadow Creek, a non profit corporation, who duly acknowledged to me that they executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1-20, and the associated Common Area of the Meadow Creek Townhomes a conversion of Meadow Creek Condominiums, as shown on the official Plat thereof as recorded in the office of the Davis County Recorder.

Also described as:

BEGINNING AT A POINT ON THE EAST LINE OF FAIRFIELD ROAD SAID POINT BEING S. 00° 04' 55" W. 2094.25 FEET ALONG THE SECTION LINE AND N. 89° 30' 00" W. 128.78 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE S. 00° 06' 48" W. 183.45 FEET ALONG THE EAST LINE OF SAID ROAD; THENCE LEAVING SAID ROAD S. 89° 30' 00" W. 268.33 FEET TO THE WEST LINE OF ASPEN HEIGHTS SUBDIVISION AMENDED PLAT, SAID POINT BEING ON A FENCELINE; THENCE N. 01° 03' 59" W. 183.51 FEET ALONG SAID SUBDIVISION BOUNDARY AND SAID FENCELINE; THENCE N. 89° 30' 00" W. 264.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.1220 ACRES.

Exhibit "C"
The Articles of Incorporation
(See Attached)

**ARTICLES OF INCORPORATION
OF
THE COMMUNITY SERVICE ASSOCIATION OF MEADOW CREEK**

BACKGROUND

The Community Service Association of Meadow Creek (the "Association") was originally incorporated by the filing of its Articles of Incorporation with the Utah Division of Corporations and Commercial Code of the State of Utah on August 31, 1982.

While the Association failed to renew its registration in 1987, and became an expired entity as of November 1, 1987, the members of the Association continued to operate the entity as the de facto home owners association of the Meadow Creek Condominiums (now "Townhomes"), through the present day.

The undersigned, as authorized by the current Board of Directors, being a natural person eighteen years of age or more, desires to reincorporate the nonprofit corporation under Section 16-6a-101 *et seq.* of the laws of the State of Utah, does hereby sign, verify, and deliver to the Division of Corporations and Commercial Code of the State of Utah, these Articles of Incorporation for the above named nonprofit association (hereinafter referred to as the "Association").

These Articles of Incorporation integrate and replace any prior authorized Articles of Incorporation. The text of the Association's Articles of Incorporation is set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, The Community Service Association of Meadow Creek has caused these Articles to be signed by Wesley J. Felice on June 28, 2023.

Wesley J. Felice, Incorporator

Exhibit A

ARTICLE I

NAME

The name of the Association is **The Community Service Association of Meadow Creek.**

ARTICLE II

PERIOD OF DURATION

The Association shall continue in existence perpetually unless sooner dissolved according to law.

ARTICLE III

PURPOSES AND POWERS

The Association is organized for the following purpose or purposes:

1. To function as the management association for the Meadow Creek Townhomes, a planned unit development located in Davis County, State of Utah (the "Subdivision"); and
2. To engage in any lawful act or activity for which a nonprofit Association may be organized under the laws of the State of Utah and to exercise all powers permitted thereby.

The Association shall have and exercise all powers necessary or convenient for the carrying out of any or all of the purposes for which it is organized.

ARTICLE IV

REGISTERED AGENT AND ADDRESS OF REGISTERED AGENT

The Registered Agent of the Association is **Wesley J. Felice**, and the address of the Registered Agent is 60 East South Temple, Suite 1200, SLC, Utah 84111.

The undersigned hereby acknowledges and accepts his appointment as Registered Agent for the Association.

Wesley J. Felice

ARTICLE V

VOTING MEMBERS

The voting members shall be the owners in title of the following lots or units located within the Subdivision and there shall be one vote per unit or lot regardless of the number of owners of such.

ARTICLE VI

SHARES

The Association will not issue shares evidencing membership or interests in water or other property rights.

ARTICLE VII

ASSETS

Upon dissolution, assets of the Association, if any, will be distributed in a manner consistent with law.

ARTICLE VIII

PRINCIPAL ADDRESS

The principal address of the Association is 865 East 575 North, Layton, UT 84041.

ARTICLE IX

NAMES AND ADDRESS OF DIRECTORS

The Directors of the Association shall consist of three (3) members of the Association elected in accordance with the Declaration and Bylaws. The current Directors are:

1. Brian Treasure
865 East 575 North
Layton, UT 84041
2. Sondra Olney
876 East 575 North
Layton, UT 84041
3. Amber Thompson
875 East 575 North
Layton, UT 84041

**ARTICLE X
LIMITATION ON LIABILITY**

To the fullest extent permitted by the Act, no director of the Association shall be personally liable to the Association for monetary damages for breach of fiduciary duty, except (i) for any breach of a director's duty of loyalty to the Association, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for liability arising from any action under Section 16-6a-822 of the Utah Revised Nonprofit Association Act (Utah Code) as it may from time to time be amended or any successor provision thereto, or (iv) for any transaction from which a director derived an improper personal benefit.

**ARTICLE XI
AMENDMENTS**

The Association, through its Directors, reserves the right to amend, alter, change, or repeal all or any portion of the provisions contained in its Articles of Incorporation from time to time in accordance with the laws of the State of Utah.

**ARTICLE XII
ADOPTION OF BYLAWS**

The bylaws of the Association shall be adopted by the Director(s) and shall govern the organizational affairs of the Association.

**ARTICLE XIII
INCORPORATOR**

The name and address of the Incorporator signing these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Wesley J. Felice	60 East South Temple, Suite 1200 Salt lake City, UT 84111

I, the undersigned, being the Incorporator of the Association herein before named, do make and file these Articles of Incorporation, hereby declaring that the facts herein are true.

DATED this __ day of ____, 2023.

Wesley J. Felice, Incorporator

Exhibit "D"
Amended and Restated Bylaws
(See Attached)

Buchalter
Attn: Wesley J. Felice
60 East South Temple
Salt Lake City, UT 84111

**AMENDED AND RESTATED
BYLAWS
OF
THE COMMUNITY SERVICE ASSOCIATION OF MEADOW CREEK**

These AMENDED AND RESTATED BYLAWS OF THE COMMUNITY SERVICE ASSOCIATION OF MEADOW CREEK, a Utah nonprofit corporation, (the "Association") have been adopted this ___ day of _____, 2023 (the "Effective Date") by the Board of Directors with the consent of the Members of the Association, and are hereby promulgated as the official bylaws of said Association.

RECITALS

- A. The Community Service Association of Meadow Creek, a Utah nonprofit corporation, was originally incorporated by the filing of its Articles of Incorporation on August 31, 1982 (the "Original Articles").
- B. The Association adopted the By-Laws of the Community Service Association of Meadow Creek concurrently with the Original Articles (the "Original Bylaws").
- C. While the Association failed to renew its registration in 1987, and became an expired entity, the Members of the Association continued to operate the entity as the de facto home owners association of the Meadow Creek Condominiums, through the present day.
- D. Concurrent with these Bylaws, the Members intend to reincorporate the Association by filing with the Utah Division of Corporations and Commercial Code, those certain Amended and Restated Articles of Incorporation dated the ___ day of _____ 2023.
- E. The Members now desire to amend and restate the Original Bylaws in their entirety.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto agree to amend, restate, supersede and replace in its entirety the Original Bylaws as follows:

ARTICLE I.
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Protective Covenants, Conditions and Restrictions for the Peak View Subdivision.

- 1.01 “Acts” shall mean both the Utah Revised Nonprofit Corporation Act (Utah Code Ann. §16-6a-101 et seq.), and the Utah Community Association Act (Utah Code Ann. §57-8a-101 et seq.), as the same may be amended or replaced.
- 1.02 “Director” shall mean a member of the Board of Directors.
- 1.03 “Declaration” shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Meadow Creek Townhomes, together with all subsequent amendments and supplements thereof, and as the same may be amended or supplemented further from time to time.
- 1.04 “Property” shall mean that certain piece of real property located in Davis County Utah and as more particularly described in Exhibit “A,” which by this reference is incorporated herein.

ARTICLE 2.
OFFICES

The Association is a Utah nonprofit corporation, with its registered office as set forth in the records of the Utah Division of Corporations and Commercial Code. The registered and principal address of the Association may be changed by the Association from time to time.

ARTICLE 3.
VOTING, QUORUM, AND PROXIES

3.01 Voting

Votes shall be allocated amongst the Members on the basis of one (1) vote per Lot, regardless of the number of Owners of any such Lot.

3.02 Quorum

Except as otherwise required by the Acts or Governing Documents, at any Owner meeting, the number of Owners present, either in person or by proxy, shall constitute a quorum for the transaction of business.

3.03 Proxies

At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes. Revocation of a proxy may be completed by any valid procedure contained within Utah Code Ann. §16-6a-712.

3.04 Majority Vote

At any meeting of the Members, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting in person, or by proxy, shall be the act of the Members, unless the vote of a greater number is required by the Acts or Governing Documents.

3.05 Action Taken Without a Meeting

Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code §16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

ARTICLE 4. ADMINISTRATION

4.01 Annual & Semi-Annual Meeting

The annual meeting of the Members shall be held at a time designated by the Board in the month of April in each year, or at such other date designated by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. The semi-annual meeting of the Members shall be held at a time designated by the Board in the month of October in each year, or at such other date designated by the Board, for the purpose of discussing business as may come before the meeting.

4.02 Special Meetings

Special meetings of the Members, for any purpose, unless otherwise prescribed by statute, may be called by the President or by a majority of the Board and shall be called by the President at the request of 20 percent or more of the Members.

4.03 Place of Meetings

The Board may designate the Association's principal offices or any place within Davis County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

4.04 Notice of Meetings & Setting of Meeting Agenda

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

4.05 Setting the Agenda.

The agenda for each meeting shall be set by the Board. The agenda shall be deemed approved unless a majority of the Board agrees to modify the agenda in which case the agenda shall be so modified. If a special meeting is called by a majority of the board, such majority shall be entitled to set the agenda for the meeting. Likewise, if a special meeting is called by Board at the request of the Members pursuant to article 4.02 above, the Members requesting the special meeting shall be entitled to set the agenda thereof.

4.06 Action by Written Ballot in Lieu of Meeting

Any action required or permitted to be taken at a meeting of the Members may also be taken by mail-in ballot, or similar means approved by the Board, provided that no action to be so voted upon shall be deemed either to have been approved or rejected unless Members representing at least a quorum of the total Members entitled to vote actually participate in the vote. For an action to be approved, the number of votes in approval must equal or exceed 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. In any vote by written ballot, the ballot shall: (i) set forth each proposed action; (ii) provide an opportunity to vote for or against each proposed action; (iii) indicate the number of responses need to meet the quorum requirements; (iv) state the percentage of approvals necessary to approve each matter; (v) specify the time by which the ballot must be received in order to be counted (which shall be at least 15 days from the date of mailing or other delivery); and (vi) shall provide a reasonable amount of information about the action to enable the Members to make an informed decision regarding the same.

ARTICLE 5. COMMITTEES

5.01 Designation of Committees.

The Board may designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution or as designated in the Governing Documents. The Board may terminate a committee at any time.

5.02 Proceeding of Committees.

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

5.03 Quorum and Manner of Acting.

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

5.04 Resignation and Removal.

A committee member may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

5.05 Vacancies.

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

ARTICLE 6.
BOARD OF DIRECTORS

6.01 Number and Qualifications of the Board of Directors

The Board shall consist of three (3) Members of the Association, each of whom are to be elected or appointed pursuant to this Article 6, and all of whom are required to be Members of the Association. The initial Board of Directors shall consist of the three officers currently serving the Association.

6.02 Election of Directors and Officers.

Directors shall be selected from the Members by a vote of those Members in attendance at an Association annual meeting as set by the Board. Officers are elected by the Members in a similar manner, as follows:

- a) The ballots for voting shall be prepared by the Secretary as of a date approved by the Board but not later than one week prior to the annual meeting.
- b) Names shall be placed on the ballot by the Secretary from recommendations of a nominating committee appointed by the Board and/or from any Member.
- c) The President, Treasurer and Secretary shall be elected by a majority vote of all of the Members present at the annual meeting.
- d) The President may allow write-in names.
- e) VACANCY OF BOARD POSITIONS. In the case where a Board position is vacant or vacated prior to the next annual meeting, a person may be selected by the affirmative vote of a majority of the Board to fill the position in the interim.
- f) Term of Office. The President, Treasurer and Secretary shall each be elected and serve for a term of one (1) year.

6.03 General Board Duties. The Board shall perform all duties required by, and enjoy all rights and authority granted by, the Governing Documents and shall act in carrying out the operational requirements of the Association.

- a) The Board shall authorize all activities of the Association unless a vote of the membership is required. All Association activities may be conducted as authorized by a majority vote of the Board when a quorum including proxies is present to vote.
- b) A vote of the membership is required to amend the Declaration. Amendments to the Declaration may be voted on at the annual meeting of the Association, by special meeting or by special ballot as approved by the Board.
- c) A vote of the membership shall be required to consummate the transfer of any Common Area property. Such transfer can only be consummated upon the affirmative vote of 67% of the Members present at a duly called meeting where a Quorum is established.

6.04 Specific Director Duties.

- a) The President shall be the chief director of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have the general and active control of the affairs and business of the Association and general supervision of its directors, agents, and employees. The President of the Association is designated as the Director with the power to execute and record amendments to the Declaration on behalf of the Association. Any Action of the President shall be subject to at least sixty-seven percent (67%) of the Board excluding the President, unless the President is the sole Director.
- b) The Treasurer shall:
 - i. be the principal financial director of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board;
 - ii. At the direction of the Board, prepare an annual budget as adopted by the board, to be presented at the annual meeting;
 - iii. receive and give receipts and invoices for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity;
 - iv. shall perform all other duties incident to the office and, upon request of the Board, shall make such reports to it as may be required at any time;
 - v. shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association;

- vi. shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the President; and
- vii. in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to it by the President or by the Board.

c) The Secretary shall:

- i. keep the minutes of the proceedings of the Members meetings and of the Board meetings;
 - a) The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each annual meeting of the Owners shall be made available to all Owners within thirty (30) days of the annual meeting
- ii. see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by the Board;
- iii. be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board;
- iv. maintain at the Association's principal office a record containing the names and registered addresses of all Members, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each Mortgagee;
- v. shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the President; and
- vi. in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to it by the President or by the Board.

6.05 Resignations

Any Director may resign at any time by giving written notice to the President or to the Secretary/Treasurer of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.06 Regular Meetings of the Board

Regular meetings of the Board may be held without call or formal notice of such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting.

6.07 Special Meetings of the Board

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that every Director can hear each other, at any time when called by the President, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appear on the books of the Association, or by telephone. Notices need not state the purpose of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.08 Quorum of the Board

Any number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, and may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by the Acts or Governing Documents, decide any question brought before such meeting. A Director may be considered to be present at a meeting and to vote at that meeting if such a Director has granted a signed, written proxy to another Director who is present at the meeting, and such proxy authorizes the Director in attendance to cast a vote with respect to a particular proposal that is described with reasonable specificity by the proxy.

6.09 Waiver of Notice

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.10 Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if consent in writing (including by electronic means such as e-mail), setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote of the Directors.

6.11 Compensation

No Director shall receive compensation for any service they may render to the Association, except as otherwise may be permitted as an Officer. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties. The Officers of the Association shall be compensated as follows:

- a) The President shall be paid \$125.00 as a credit against their monthly payment for their Annual Assessment.
- b) The Treasurer shall be paid \$100.00 as a credit against their monthly payment for their Annual Assessment.
- c) The Secretary shall be paid \$75.00 as a credit against their monthly payment for their Annual Assessment.

6.12 Removal of Officer or Director

The Board may remove any Officer or Director for cause by two-thirds (2/3) vote of all Directors then in office, at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or Director proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Officer or Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

6.13 Vacancy

If vacancies occur in the Board because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office. In the event of a vacancy in any office other than the President, such vacancy shall be filled temporarily by appointment by the President, and shall remain in office for 60 days, or until the next regular meeting of the Board of Directors, whichever comes first. Thereafter, the position can be filled only by action of the Board of Directors.

6.14 Open Meetings

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

- a) Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;

- c) Discuss a labor or personnel matter;
- d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- f) Discuss a delinquent assessment.

ARTICLE 7.
ADDITIONAL OFFICERS AND AGENTS

The Board of Directors may appoint and remove such other assistant directors, committees, and agents, including assistant secretaries and assistant treasurers, as the Board may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices. In all cases where the duties of any director, agent, or employee are not prescribed by the Bylaws or by the Board, such director, agent, or employee shall follow the orders and instructions of the President.

ARTICLE 8.
EVIDENCE OF MEMBERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN
HOLDERS

8.01 Registration of Mailing Address

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of the Owner or Owners shall be furnished to the Secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s) and any notice shall be deemed duly given if delivered to the Lot or other address for the Owner on file with the David County Assessor's office pertaining to the Lot.

8.02 Liens

Any Owner who mortgages or grants a deed of trust covering his Lot shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.03 Address of the Association

The mailing address of the Association shall be the mailing address of the then elected President. Such address may be changed from time to time upon written notice to all Members.

ARTICLE 9.
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee as their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges, and powers that they have as Owners under the Articles of Incorporation and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the Secretary of the Association. A release of the Mortgage covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10.
AMENDMENTS

10.01 By Directors

Except as limited by the Acts or Governing Documents, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Members shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action.

10.02 Members

Subject to any rights conferred upon first Mortgagees in the Declaration, the Members may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Members, unless a greater percentage is expressly required by the Acts or Governing Documents, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 11.
MISCELLANEOUS

11.01 Fiscal Year

The fiscal year of the Association shall be such as may from time to time be established by the Board.

11.02 Other Provisions

The Declaration contains certain other provisions relating to the administration of the Project which provisions are hereby incorporated herein by reference. To the extent that any provision of these Bylaws is inconsistent with the Declaration, the terms of the Declaration shall control.

11.03 Indemnification

- a) Indemnification. In addition to the indemnification provisions and requirements set forth in the Declaration, no Director, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Director, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Directors, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.
- b) Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Directors or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Directors, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Director, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

11.04 Waiver.

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

11.05 Invalidity; Number; Captions.

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

11.06 Conflicts.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned certifies that the foregoing Bylaws of the Association were adopted by the Board of Directors effective as of the Effective Date as authorized by the Members in that certain Authorization Agreement of the Community Service Association of Meadow Creek, effective June 29, 2023 and recorded in the official records of Davis County Utah on _____, __ 2023.

**THE COMMUNITY SERVICE ASSOCIATION
OF MEADOW CREEK**

By its Board of Directors:

Brian Treasure, Director

Sondra Olney, Director

Amber Thompson, Director

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this ____ day of _____, 20 __, personally appeared before me Brian Treasure, Sondra Olney, and Amber Thompson, known to me to be the persons who executed the within and foregoing instrument as Directors of The Community Service Association of Meadow Creek, a non profit corporation, who duly acknowledged to me that they executed the same.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1-20, and the associated Common Area of the Meadow Creek Townhomes a conversion of Meadow Creek Condominiums, as shown on the official Plat thereof as recorded in the office of the Davis County Recorder.

Also described as:

BEGINNING AT A POINT ON THE EAST LINE OF FAIRFIELD ROAD SAID POINT BEING S. 00° 04' 55" W. 2094.25 FEET ALONG THE SECTION LINE AND N. 89° 30' 00" W. 128.78 FEET FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE S. 00° 06' 48" W. 183.45 FEET ALONG THE EAST LINE OF SAID ROAD; THENCE LEAVING SAID ROAD S. 89° 30' 00" W. 268.33 FEET TO THE WEST LINE OF ASPEN HEIGHTS SUBDIVISION AMENDED PLAT, SAID POINT BEING ON A FENCELINE; THENCE N. 01° 03' 59" W. 183.51 FEET ALONG SAID SUBDIVISION BOUNDARY AND SAID FENCELINE; THENCE N. 89° 30' 00" W. 264.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.1220 ACRES.

Exhibit "E"
Rules and Regulations
(See Attached)

**RULES AND REGULATIONS
OF THE
MEADOW CREEK TOWNHOMES**

In accordance with Section 6.5, 7.4, and 12.3 of the Declaration of Protective Covenants, Conditions and Restrictions for the Meadow Creek Townhomes (the "Declaration") the Board hereby establishes the following Rules and Regulations (Collectively the "Association Rules" or individually a "Rule") for the Subdivision effective this ___ day of _____, 2023 (the "Effective Date"). Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration.

1. **General.** The Subdivision shall be used only for purposes consistent with the Governing Documents of the same.
2. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, the following activities are prohibited within the Subdivision:
 - a. Parking of any kind on any portion of the Common areas other than the designated Limited Common Areas, for any period of time, provided, construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonable necessary to provide service to make a delivery to a Lot or the Common Area, and recreational vehicles, boats and other watercraft and trailers may be parked in the Common Areas for no longer that thirty minutes for the purpose of loading and unloading of the recreational vehicle;
 - b. Raising, breeding, or keeping animals except that the number of dogs, cats, or other usual and common household pets that may be permitted in a Living Unit is limited per the Declaration. However, those pets which an Owner or resident permits to roam free, or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may seek assistance from municipal authorities to remove the pet. Dogs and Cats shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;
 - c. Any unauthorized activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Lots;
 - d. Any activity that violates local, state or federal laws or regulations; however, the

- Board shall have no obligation to take enforcement action in the event of a violation;
- e. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;
 - f. Any noxious or offensive activity that in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of other Lots;
 - g. Outside burning of trash, leaves, debris, or other materials;
 - h. Unauthorized use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
 - i. Unauthorized use and discharge of firearms
 - j. The discharge of fireworks of any kind are prohibited within the subdivision, regardless of what rules are established by Layton City;
 - k. Accumulation of rubbish, trash or garbage except between regular garbage pickups and then only in approved containers;
 - l. Discharge or brandishing of firearms provided, the Board shall have no obligation to take action to prevent or stop such discharge;
 - m. On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment;
 - n. Any activities that materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the Subdivision or that use excessive amounts of water or that result in unreasonable levels of sound or light pollution;
 - o. Unauthorized use of a Drone within the Subdivision is expressly prohibited; and
 - p. Any modification of anything, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of the Governing Documents. This shall include, without limitation, signs, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; sheds, greenhouses, above-ground swimming pools; docks, piers and similar structures; hedges, walls, dog runs, animal pens or fences of any kind; and satellite dishes and antennas, except that:

- i. an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or
- ii. an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television services and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- iii. an antenna that is designed to receive television broadcast signals; (collectively, "Permitted Antennas") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable or other communication system for the benefit of the Subdivision, should any master system or systems be utilized by the Association and require such exterior apparatus.

An unapproved modification, otherwise restricted by this subsection, may receive approval if:

- i. the unapproved modification (1) is over one years old, (2) the Owner has documentary evidence (photos, invoices, etc.) that the modification is over one years old, and (3) the unapproved modification would have been approvable at the time it was installed; or
- ii. a subsequent purchaser of the Lot on which the unapproved modification was made (1) had requested, prior to closing on the Lot, a property inspection by the management of the Subdivision, (2) had closed on a Lot in reliance on the property inspection wherein the management of the Subdivision did not discover the unapproved modification prior to closing on the Lot, and (3) the modification is compliant with local regulations at the time of installation.

If the Owner cannot provide documentary evidence that an unapproved modification is over one years old, the Owner may submit the modification to the Subdivision's Architectural Control Committee for approval, as if it was a new request. The request will then follow the same guidelines and procedures outlined in the Governing Documents. This clause does not apply to unapproved modifications that have been previously denied by the review process. This clause does not limit the application of the Governing Documents to any unapproved modification, nor does this clause limit the Reviewer's discretion to approve or disapprove a modification. Neither management of the Subdivision, nor the Association are responsible to ensure compliance with state or local laws. The burden to demonstrate that an unapproved modification under this clause should receive approval is on the party seeking approval for the unapproved modifications

3. **Prohibited Conditions.** The following shall be prohibited within the Subdivision.
 - a. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Subdivision;
 - b. Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and
 - c. Permanent basketball goals, portable basketball goals, basketball standards or backboards which are or would be visible from any street or Common Area.
4. **Fines.** Failure to adhere to any of the Association Rules will result in the offending Owner receiving a written warning regarding the same. If the offending owner does not resolve the issue, or continues to violate the Association Rules, the Association may fine such Owner one-hundred dollars (\$100) per day or per occurrence (whichever is greater) until the issue is thereby resolved in a manner acceptable to the Association, in the Association's sole discretion. The Association shall provide to Owner a notice of such fine, including the reason for such fine, the total amount, and the date on which it is due (the "Fine Notice"). Such fine is due on the first day of the month immediately following the receipt of the Fine Notice.
5. **Late Fees.** If any Assessment, fine, or other charge is not paid by the date such payment is due, the Association shall have the right to charge the defaulting Owner a late fee of Twenty Five Dollars (\$25.00), plus interest at ten percent (10%) per year from the due date until paid.
6. **New Move In Form.** Upon the move in of (i) a new tenant if renting, and (ii) a new owner if purchasing, a new move in form as permitted by the Board, must be filled out describing (i) the name and age of each occupant, (ii) the name, number, and species of pets that will reside in the townhome, and (iii) the contact information including email, phone number, and mailing address if different from the townhome, of the owners and occupants.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned certifies that the foregoing Association Rules of the Association were adopted by the Board of Directors effective as of the Effective Date as authorized by the Members in that certain Authorization Agreement of the Community Service Association of Meadow Creek, effective June 29, 2023 and recorded in the official records of Davis County Utah on _____, __ 2023.

**THE COMMUNITY SERVICE ASSOCIATION
OF MEADOW CREEK**

By its Board of Directors:

Brian Treasure, Director

Sondra Olney, Director

Amber Thompson, Director

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On this ____ day of _____, 20__, personally appeared before me Brian Treasure, Sondra Olney, and Amber Thompson, known to me to be the persons who executed the within and foregoing instrument as Directors of The Community Service Association of Meadow Creek, a non profit corporation, who duly acknowledged to me that they executed the same.

Notary Public