

3569706  
BK 8492 PG 333

47/  
21  
E 3569706 B 8492 P 333-361  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
4/30/2024 11:20 AM  
FEE 47.00 Pgs: 29  
DEP LL REC'D FOR KAYSVILLE  
CITY

**Crested Peaks Subdivision,  
Kaysville, Utah**

**A Residential Development & Subdivision**  
*January 2024*

D

***DECLARATION OF COVENANTS, CONDITIONS,  
AGREEMENTS & RESTRICTIONS***

08-699-0001 → 0014

**DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS  
AFFECTING THE REAL PROPERTY KNOWN AS**

***Crested Peaks Subdivision***

THIS DECLARATION is made this 30th day of January 2024, by Crested Peaks Development Company LLC, hereinafter referred to as "Declarant".

**RECITALS**

Declarant is the owner of certain real property located in the City of Kaysville ("City"), Davis County, Utah, more particularly described on **Exhibit A** attached hereto ("Property"). Declarant is developing the Property as a residential subdivision to be known as Crested Peaks Subdivision ("Project" or "Subdivision"). The Project shall be subdivided into individual single-family lots ("Lots").

Declarant intends to subject the Property to mutually beneficial restrictions under a common scheme and plan for the possession, use, enjoyment, repair, maintenance, and improvement of the Property.

Declarant has adopted the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the "**Covenants**") for the purpose of:

- i. Helping to insure uniformity in the development of the Lots;
- ii. Creating certain covenants and use restrictions to help protect long-term property values and a desired quality of life in the Project;
- iii. Facilitating the initial sale of Lots by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Lots in the Project, by assuring purchasers of uniformity and basic restrictions intended to preserve property values over time; and
- iv. Maintaining the common areas not dedicated to the public, located within the Project in accordance with these Covenants and with City standards.

NOW, THEREFORE, the Declarant does hereby establish the Covenants and does hereby declare that the Property, and all Lots within the Project, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the land and be binding on all persons or entities now or hereafter having or claiming any right, title, or interest in the Property, or any of the Lots within the Project.

**ARTICLE I – DEFINITIONS**

- 1.1 **DEFINITIONS.** The following words when used in this Declaration shall have the following meanings:
- a. **“Owner”** shall mean 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.”
  - b. **“Builder”** shall mean any residential homebuilder who purchases a Lot directly from the Declarant.
  - c. **“Improvement”** shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, sprinklers, pipes, carports, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plants, planted trees and shrubs, poles, signs, exterior fixtures or equipment.
  - d. **“Plat Map”** shall mean and refer to that plat of “Crested Peaks Subdivision”, which will be recorded in the official records of the Davis County Recorder concurrently with the recordation hereof.
  - e. **“Public Utility Easement”** shall mean any easement as shown on the Plat Map of the Subdivision

## ARTICLE II – ARCHITECTURAL CONTROL COMMITTEE

- 2.1 **COMMITTEE MEMBERSHIP:** There shall be an Architectural Control Committee for the Project (the “Committee”). So long as Declarant owns a Lot in the Project, Declarant shall select the members of the Committee, which shall number no less than three (3) members. At such time as Declarant no longer owns a Lot in the Project, the Owners (by majority vote) shall select no less than three (3) Owners to be the members of the Committee. Action by the Committee shall be ratified by a majority of the Committee members. In the event of death, resignation, or moving out of the subdivision of any member of the Committee, the remaining member(s) of the Committee shall select a replacement.
- 2.2 **COMMITTEE DUTIES:** The Committee shall have all authority to interpret these covenants. Prior to the commencement of construction, the new Owner or builder must submit two sets of plans to include all front, side and rear elevations detailing all exterior materials to be used, floor plans (including scale & dimensions of the structure to be erected), material specifications, and site plan before the review process can commence. A landscaping plan is required as part of this initial review. The Committee will respond with an approval or disapproval as required in these covenants in writing within fourteen (14) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within fourteen (14) calendar days after plans and specifications have been submitted to it, approval will not be required but all plans and specification must fully conform to the related restrictions and covenants found herein. Liability for non-

compliance with said restrictions and covenants shall not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee.

- 2.3 COMMITTEE NOTICES:** The initial mailing address for all notices to the Architectural Control Committee shall be:

Crested Peaks Development Company LLC  
450 North Flint Street  
Kaysville, Utah 84037  
Info@CrestedPeaks.com

### **ARTICLE III – RESIDENTIAL AREA COVENANTS**

- 3.1 DWELLING – SIZE, QUALITY, EXTERIOR MATERIALS AND ARCHITECTURAL SPECIFICS:** The following minimum finished square foot living area requirements shall apply to all Lots. Living areas shall be calculated exclusive of garages, open porches, and basements. The “ground floor,” as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of the curb at the driveway approach side of the Lot.

**a. Dwelling Size:**

**One Story Dwelling (Rambler):** The required minimum above ground floor finished space shall be 2750 square feet with a minimum 3-car garage required.

**Two Story Dwelling:** The required minimum above ground floor finished space shall be 3500 square feet with a minimum 3-car garage required.

**Multi-Level Dwelling:** The required minimum above ground floor finished space shall be 4250 square feet with a minimum 3-car garage required.

THE ARCHITECTURAL CONTROL COMMITTEE RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT DUE TO LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM REASONABLY APPROPRIATE.

- b. Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken in compliance and conformity with all laws and ordinances of the City of Kaysville, Davis County, and the State of Utah, as may be applicable from time to time, including without limiting, the generality of the foregoing, all zoning and land use ordinances.
- c. Dwelling Exterior Materials:** The dwelling’s exterior shall consist of brick, rock, stucco, fiber cement siding, or a combination thereof. Vinyl or aluminum siding is not allowed. Any other materials must be approved by the Committee.

- a. If any stucco is used, the following is required:
    - i) The front above grade, shall have a minimum of 50% brick or rock.
    - ii) The sides and rear above grade shall have a minimum of 30% brick or rock.
  - b. If the home exterior wall surface is brick or rock and fiber cement siding, then the following is required:
    - i) The front, sides, and rear shall have a minimum of 30% brick or rock.
    - ii) The brick or rock may be used as an accent in a few areas or as a wainscot on the entire home.
  - c. If the home exterior is comprised primarily of fiber cement siding, but has little brick or rock which does not meet the requirements of subsection (2) above, or is without brick or rock, then the same shall not be permitted, except as may be approved by the Committee in its sole and absolute discretion.
  - d. All soffits shall be a minimum of six (6) inches.
  - e. Roof pitches shall be minimum rise over run of 8/12 or greater. The Committee must approve in writing any other variation from this specification.
  - f. Each dwelling must have at least a 30-year architectural (laminated) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification.
- d. **Detached Structures:** If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property Owners are required to check with the governing municipality for building code requirements and zoning restrictions related to said detached structures.

**ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE IN WRITING, AS OUTLINED IN ARTICLE 2.2 OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$5,000.00 FINE, WHICH MAY BE LEVIED AS A LIEN, AT THE SOLE DISCRETION OF THE ARCHITECTURAL CONTROL COMMITTEE.**

- 3.2 BUILDING PERMIT REQUIRED:** No grading, excavation, building, fence, wall, residence or other structure or any alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof, together with a topographical plan showing the location of all Improvements, which

has been approved by the Architectural Review Committee, Davis County Fire District, and Davis County shall be provided in accordance with Davis County Building permit requirements.

- 3.3 COMPLETION REQUIRED BEFORE OCCUPANCY:** No building within the Subdivision shall be occupied until and unless the owner of such building shall have completed the construction of such building in accordance with and compliance with all approved plans and specifications and a certificate of occupancy has been issued by Davis County.
- 3.4 CONSTRUCTION TIME:** The construction time for the exterior portion of any structure shall not exceed twelve (12) months from the start of construction until completion. "Start of construction" shall commence the instant any foliage is cut or removed in anticipation of construction or landscaping to be undertaken. Failure to complete construction within the above time frame violates this Declaration. The Architectural Review Committee may bring a civil action against the party in violation as provided by law.
- 3.5 CONSTRUCTION METHODS:** Construction shall at all times proceed in a manner as to not cause damage, harm or nuisance to neighboring Lots or public street improvements or utilities. Construction materials and debris, including excavations and surplus dirt must be contained at all times and removed upon completion of construction or 6 months after the "start" date, whichever is earlier. The construction site must be regulated by the Lot Owner and its contractors so as not to cause any erosion. Debris and dirt shall not be permitted on any of the streets in the Subdivision.
- 3.6 USE OF LOTS.** All Lots within the Subdivision shall be used and improved solely for and devoted exclusively to the construction and occupancy of a single family dwelling. Lots may also be used for the construction of such typical residential amenities as a swimming pool, tennis court, etc. No portion of any such dwelling excepting the entire primary residence shall be rented or offered for rent at any time. No professional, business, commercial or other non-residential use shall be conducted on any Lot or residence or any portion thereof, except as designated in 3.17 e. Nor shall any resident's use of any Lot or residence endanger the health or disturb the reasonable enjoyment of any other resident.
- 3.7 LOCATION OF BUILDINGS.** No building or structure shall be located closer than: (i) thirty (30) feet to the front lot line, nor (ii) ten (10) feet to a side lot line. All aforesaid measurements shall be measured from the applicable lot line to such foundation, porch or other extension of the building that is closest to such lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed as to permit any portion of a building on a Lot to encroach upon another Lot. Decks and porches, whether open, covered, enclosed or raised above the natural elevation, shall be considered a building or part thereof. Architectural Control Committee may grant exceptions to the location of buildings based upon specific Lot conditions or restrictions.
- 3.8 RESTRICTION ON FURTHER SUBDIVISION, PROPERTY RESTRICTIONS AND REZONING:** Lot sizes as described on the recorded plat of the Subdivision are considered

minimum Lot sizes. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement, shall be conveyed or transferred by any Owner. No application for re-zoning of any Lot, and no applications for variances shall be filed with any governmental authority unless the proposed use otherwise complies with the provisions of the Declaration.

- 3.9 DILIGENCE IN BUILDING:** When the erection of any residence or other structure has commenced, work thereon must be carried on diligently and completed within a reasonable length of time, not to exceed a period of twelve (12) months.
- 3.10 HOUSE NUMBERS:** Each Lot shall have a 6-inch, lighted or reflective house number displayed on the front east corner of the lot. This is required to facilitate any emergency vehicle's ability to quickly locate individual Lot addresses. It is the Lot Owner's responsibility to make sure that this house number is not obstructed from view of the street.
- 3.11 FENCES, WALLS AND HEDGES:** The use of hedges are encouraged, but are required to be in conformance with the guidelines found in this section as well as with any and all landscape requirements found herein. Any fence or wall constructed on any lot shall be constructed in conformity to the following guidelines:
- a. **Material:** All fences or walls shall be of brick, stone, wrought iron, vinyl coated chain link, or vinyl. No fence or walls shall be constructed of regular chain link, cedar, wire mesh, slump block (painted or unpainted) or concrete block unless approved in writing by the Architectural Control Committee.
  - b. **Height:** Any fence, wall, hedge, or other similar structure (including without limitation, any "topping" on such structures) shall not be erected in a front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet, unless approved by Architectural Control Committee. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, a fence, wall or hedge or similar structure six (6) feet in height may top such retaining wall.
  - c. **Location:** Unless approved by the Architectural Control Committee, no fence, wall or hedge more than three (3) feet in height as outlined above, shall be erected, placed, altered, or permitted to remain on any lot from the front corner of the residential structure to the front property line. Where said hedge, fence or wall is located along the boundary line between two adjoining lots, it shall be erected no more than four (4) feet back on the property line parallel to the street.
- 3.12 DRAINAGE AND PUBLIC UTILITY EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Maps. Within these easements no structure (permanent or temporary), planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or easements. The easement area of each of the Lots and all Improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

- 3.13 DRAINAGE EASEMENTS:** No Owner of a Lot shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course of such drainage easements through the Lot.
- 3.14 NO FENCING IN FRONT YARD UTILITY EASEMENT:** No fencing is allowed on the front property line or within the Front Yard Public Utility Easement as indicated on the Plat Map. Fencing must be a minimum 10 feet back from the front lot line.
- 3.15 RESERVATION OF EASEMENTS:** Declarant further expressly reserves for itself, its agents and employees, easements of access, ingress and egress over the Lots for the purpose of maintaining, repairing and installing water and other utility lines, drainage structures, sewer pipelines and laterals, if necessary, in accordance with the provisions of this Declaration, and as otherwise provided by law.
- 3.16 STORM WATER MATTERS:** The construction of each Improvement, other structure, landscaping, or other improvement shall be in full compliance with all now or hereafter effective federal, state, and local laws, rules, and regulations (collectively, "Storm Water Laws") relating to storm water pollution. Lot Owners shall be fully and finally responsible for: (i) becoming apprised of the terms, conditions and requirements of all Storm Water Laws, (ii) causing their contractors, subcontractors, material suppliers and other appropriate persons and entities (collectively, "Construction Parties" or, individually, a "Construction Party") to become apprised of the terms, conditions and requirements of all Storm Water Laws which are from time to time in effect.

In order to assure that they are in full compliance with all now or hereafter effective Storm Water Laws, Lot Owners and all Construction Parties are directed to contact appropriate federal, state and local agencies and authorities including, but in no event limited to, the Utah Department of Environmental Quality, Division of Water Quality or any successor agency or authority (collectively, the "DEQ").

Each Lot Owner and each Construction Party shall be required to obtain, prior to the commencement of construction, such permits (collectively, "Storm Water Permits") as are from time to time required by applicable Storm Water Laws. In order to ascertain the requirements for Storm Water Permit, the Owners and the Construction Parties should contact the DEQ and other applicable agencies or authorities.

The DEQ and other applicable federal, state and local agencies and authorities are expected to possess and retain the right to impose significant fines and penalties (collectively "Storm Water Fines") in connection with violations of Storm Water Laws. Except in the event of Storm Water Fines resulting from the negligent actions of the Declarant, each applicable Lot Owner shall be responsible for promptly paying all Storm Water Fines which in any way relate to such Owner's Lot, regardless of whether such Storm Water Fines arise as consequence of the actions of the Lot Owner, any of the Construction Parties, or third parties, and shall indemnify, defend, and hold harmless the Declarant in connection with



all matters relating to the violation of Storm Water Laws and the payment of Storm Water Fines relating to their construction activities.

Current and future Storm Water Laws are expected to prohibit all conditions that do or could result in storm water carrying silt or other materials away from a lot. Examples of such conditions might include, but would not necessarily include or be limited to, dirt or other material located on or near streets that is not properly contained, the failure to install silt fences, and the non-usage of wattles surrounding drains and drainage areas. The forgoing are examples only and do not comprise a complete or exhaustive list of conditions which are or might be in violation of Storm Water Laws. Lot Owners and Construction Parties should refer to specific Storm Water Laws in order to ascertain the full range of violative conditions.

**3.17 USE RESTRICTIONS:** The use of the Lots are subject to the following use restrictions:

- a. **Property Use:** Each Lot shall be used for private residence purposes only. No pre-existing structure of any kind shall be moved from any other location and placed upon said Lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of twelve (12) months from the date the building was started, unless approved by the Architectural Control Committee.
- b. **Nuisance:** No Owner or resident, their family members, guests or invitees shall create or maintain a nuisance on any part of the property. If a nuisance is created, it shall be promptly abated. A nuisance means any condition, activity or behavior which bothers, disturbs or annoys other residents, or interferes with their quiet and peaceful enjoyment of the neighborhood. The creation or maintenance of any noxious or offensive condition, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Property.
- c. **Temporary Structures:** No Owner or resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers or sheds without the prior written consent of the Committee, although the Declarant and/or Builder may install and use temporary structures in the development of the Property and marketing of the Lots or homes. No structures of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
- d. **Out Buildings:** It is understood that out buildings such as swimming pool dressing facilities, sheds, garages etc., may be constructed on any lot as long as they are in conformity with the requirements found in Section 3.1c of this Declaration and are approved by the Architectural Control Committee.
- e. **Commercial or Business Use:** No commercial trade or business may be conducted in or from any Lot unless: 1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; 2) the

business activity conforms to all zoning requirements for the Property, and the necessary and required permits and licenses are obtained; 3) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and 4) the business activity is consistent with the residential character Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Committee. The terms "trade or business" shall have their ordinary and generally accepted meanings, which shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or a license is required therefore. The leasing of an Improvement shall not be considered a trade or business within the meaning of this subsection.

- f. **Energy Conservation Equipment:** No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Property without the prior written consent of the Architectural Control Committee.
- g. **Storage and Parking of Vehicles:** Motor Vehicles on the Property shall be subject to these parking rules and regulations. No automobiles, trailers, boats, racks, snowmobiles, motor homes, recreational vehicles or any other type of vehicles shall be stored on driveways for more than 45 days without use, nor on any Project roads for more than 48 hours within a 30-day period. Also, no parking is allowed on any Project road between November 1<sup>st</sup>-March 1<sup>st</sup> to allow for snow removal. Such vehicles that are properly licensed and in running condition may be stored on the side of the lot if properly screened from view behind a 6' privacy fence. Unlicensed vehicles or vehicles that are not in running condition must be stored in garages or at locations off the Property. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot, building or parking space, or to create an obstacle in, on or about any of the Public Rights of Way or Project roads, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles that may reasonably be parked therein after the alteration is less than the number of the motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.
- h. **Aerials, Antennas and Satellite Systems:** No television, ham radio, citizen band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any home or elsewhere if exposed to the view from any other lot. New digital satellite style "mini-dishes" or the like used for television reception may be excluded from the provision. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet

enjoyment of any neighboring lot owner's premises or home entertainment facilities or equipment.

- i. **Signs:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than sixteen square feet advertising the property for sale; or signs (of any size) used by a builder to advertise the property during the construction and sales period unless otherwise authorized by the Architectural Control Committee in writing. Lot 1 or 2 may have a subdivision sign placed at the discretion of the Declarant and owned and maintained by the Subdivision.
- j. **Pets:** No more than two (2) domestic pets per Lot are allowed. Poultry is allowed but limited to no more than six (6) animals. No animals or livestock of any kind shall be raised, bred or kept on or about the Property. No pet may be allowed to create a nuisance. The following activities are deemed to be a nuisance: (1) Pets outside an Improvement and not in a fenced yard or in a cage or on a leash and under the control of the pet owner or his designee at all times; and (2) Pets in violation of the rules and regulations. Pets, which constitute a nuisance, must be removed from the Property.

No dog will be allowed to roam unattended on the Property. Dogs shall be kept in the house, a dog run, kennel or a fenced yard. All dog runs or kennels shall be screened off and out of the direct view from any street and should be in the rear yard of the home. At other times, dogs shall be on a leash and under the direct control and supervision of the Owner.

It is understood that surrounding properties are agriculture and there are sounds, smells, and other possible nuisances from livestock and farming.

- k. **Mail Boxes:** The mailbox location is regulated by the US Postmaster and is restricted by the same. Declarant is placing a common mailbox for use by all Owners as directed by the Kaysville US Postmaster.
- l. **Refuse & Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in the sanitary containers provided by the City of Kaysville. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- m. **Excavations & Completing Improvements:** No excavation shall be made on any lot except in connection with the erection, alteration or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.
- n. **Oil, Minerals and Resources:** At no time shall there be any type of mining or oil exploration or extraction of any other mineral, gravel product or other products anywhere on the Subdivision.

- o. Exceptions.** Notwithstanding the foregoing, Lot 6 shall not be subject to the restrictive "Covenants" as described in this Declaration. However, the owner of Lot 6, or any title transferees thereafter, shall have equal rights as to all other Lot Owners as stated herein. In the case that lot 6 is subdivided, any resulting lot of 1 acre or less shall be subject to these "Covenants".

**3.18 LANDSCAPING:** The Owner is required to submit two sets of plans that include all front and side landscaping plans detailing all trees, plants and grass locations; planters, rocks, berms and retaining locations to be used before the review process can commence. The Committee shall have the authority to disapprove any landscape practices including, but not limited to, extraordinary landscape treatments. The Committee will respond with an approval or disapproval as required in these covenants in writing within ten (10) calendar days. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) calendar days after plans and specifications have been submitted to it, approval will not be required but all related covenants must be fully observed. Liability for non-compliance with said restrictions and covenants will not be borne by Committee as a result of misrepresentations by applicant or oversights by Committee. A landscaping plan may be required sooner if the Architectural Control Committee deems necessary as a part of approving the architectural style of the home as found in Section 3.1 above.

- a. Initial Requirements:** The Owner is to landscape all front and side yards in a manner accepted and approved by the Architectural Control Committee. The Owner shall commence such landscaping within 12 months of builder's receipt of a Certificate of Occupancy from Kaysville City (weather permitting). In either case, all of the landscaping requirements referenced herein shall be completed within 18 months of builder's receipt of a Certificate of Occupancy.
- b. Plants:** All trees, lawns, shrubs or other plantings shall be properly nurtured and maintained or replaced at the Owner's expense upon request of the Architectural Control Committee.

#### **ARTICLE IV – MAINTENANCE**

**4.0 PURPOSE OF MAINTENANCE:** In order to create, maintain and improve the Subdivision 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 Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration.

**4.1 MAINTENANCE OF DRAINAGE FACILITIES:** Each Lot Owner has a responsibility to ensure the continuous and uninterrupted flow of storm water within the drainage swales located on each side of the roadway, and along yard property lines as indicated on the Plat Map. Lots 1 and 2 of the Subdivision have Prinsco underground retention systems ("Prinsco System") installed to assist with the management of storm water retention and drainage. The individual Lot Owners of Lots 1 and 2 shall be responsible for the care, maintenance, and repair of the Prinsco System on their individual Lot. Declarant shall not be liable or obligated for the care or maintenance of the Prinsco System. The Lot Owner

shall be responsible for any damage suffered by any other Lot or adjacent property Owners which was caused by any alteration of drainage facilities within the Subdivision.

- 4.2 REPAIR OF IMPROVEMENTS:** No Improvements on any Lot shall be permitted to fall into disrepair. Such Improvements 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, such building or structure shall be repaired or rebuilt or shall be demolished at the sole expense of the Owner of such Lot, within a reasonable amount of time.
- 4.3 IMPROPER MAINTENANCE:** Each Lot within the Subdivision shall be maintained by its Owner without regard to whether or not any Improvements have been constructed thereon by said Owner. In the event that: (a) any portion of any Lot is so maintained as to present a public or private nuisance or as to substantially detract from the appearance or quality of the surrounding Lots; or (b) any portion of a Lot is being used in a manner which violates this Declaration, then the Architectural Review Committee may bring a civil action against the party in violation as provided by law.


#### **ARTICLE V – GENERAL PROVISIONS**

- 5.1 ENFORCEMENT:** Any Owner shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 5.2 SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.
- 5.3 AMENDMENT:** Exceptions to the strict interpretation of these guidelines that would cause undue hardship serving no public purpose may be appealed to the Architectural Control Committee. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of sixty (60) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a note of at least sixty-six and two-thirds percent (66 2/3 %) of the total allowable votes of all Lots (one vote per Lot), which vote may be taken at a duly called meeting or individually in person. Any amendment approved shall be written, signed and recorded against the Lots.
- 5.4 DEDICATION, MAINTENANCE, SERVICE:** The Property has been developed as a private subdivision within Kaysville City. As such, all streets, secondary water, storm drain improvements and rights-of-way are part of and will continue to be part of the Subdivision and will be maintained by the Subdivision home owner's association. Kaysville City will provide electrical power service, culinary water service, sewer service and garbage removal.

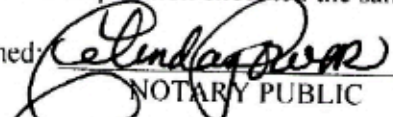
- 5.5 EXPANDABILITY.** The Project is expandable. Declarant hereby reserves the right to expand the Project to include additional real estate adjacent to or nearby the Property. If the Project is expanded, all references to "Property" shall include all phases of the Project.
- 5.6 COVENANTS RUN WITH THE LAND.** This Declaration, and the Covenants herein, shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Property or any Unit therein, and all Owners shall hold or take title subject to this Declaration.
- 5.7 NOTICES.** Any notice required under the provisions of this Declaration to be sent to any Lot Owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner.
- 5.8 VIOLATION CONSTITUTES NUISANCE.** Every act or omission whereby any restriction, covenant or condition set forth herein is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by Declarant or any Owner or Owners from time to time of any Lot or portion of the Subdivision. Remedies hereunder shall be deemed cumulative and not exclusive.
- 5.9 BINDING EFFECT; NO WAIVER.** The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by Declarant, its legal representatives, heirs, successors and assigns, and failure by Declarant to enforce any of said restrictions, covenants or conditions shall in no event be deemed a waiver of the right to do so thereafter.
- 5.10 ACCEPTANCE OF RESTRICTIONS.** All purchasers who accept contracts or deeds for any Lot or Lots or any portion thereof shall thereby be deemed conclusively to have consented and agreed to all restrictions, conditions and covenants set forth in this Declaration.
- 5.11 ASSIGNMENT OF POWERS.** Any and all rights and power of Declarant herein contained may be delegated, transferred or assigned. Wherever the term "Declarant" is used herein, it includes Declarant and its permitted successors and assigns.
- 5.12 GENERAL RESERVATIONS.** Declarant reserves the right to grant, convey, sell, establish, amend, release and otherwise deal with easements, reservations, exceptions and exclusions which do not materially interfere with the best interests of Owners including, but not limited to, access and utility easements, road easements, pedestrian easements, and drainage easements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand this 30<sup>th</sup> day of January, 20 24.

DECLARANT:  
Crested Peaks Development Company LLC

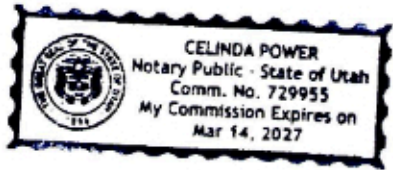
  
By: Brad Walters  
Title: Manager

On the 30 day of January, 20 24, personally appeared before me, Brad Walters, who being by me duly sworn did say that he is the Manager of Crested Peaks LLC, that he signed the foregoing instrument by proper authority and duly acknowledged to me that said corporation executed the same.

Signed:   
NOTARY PUBLIC

Residing at 2966 W Roxborough Park St  
WVC, UT 84119

My Commission expires: 14 MAR 2027



**EXHIBIT "A"**

The Property referred to herein below is situated in the County of Davis, State of Utah, and is described as follows:

**CRESTED PEAKS SUBDIVISION LOT 6 DESCRIPTION:**

ALL OF LOT 6 OF THE PROPOSED CRESTED PEAKS SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LOT LINE OF LOT 226, KAYSVILLE SUNSET FARMS PHASE 2 (ENTRY #2122408, DAVIS COUNTY RECORDER [D.C.R.]), SAID POINT IS ALSO A CORNER OF LOT 222 OF SAID PHASE 2 SUBDIVISION, SAID CORNER BEING SOUTH 89°49'45" WEST 1632.06 FEET ALONG THE QUARTER SECTION LINE AND NORTH 00°10'15" WEST 1864.72 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 10, AND RUNNING THENCE SOUTH 14°21'48" EAST 358.31 FEET ALONG THE WESTERLY LINE OF SAID SUBDIVISION AND ALONG THE WESTERLY LINE OF KAYSVILLE SUNSET FARMS PHASE 3 (ENTRY #2128851, D.C.R.); THENCE SOUTH 67°41'42" WEST 65.25 FEET; THENCE WESTERLY 129.43 FEET ALONG THE ARC OF A NON-TANGENT, 50.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 148°18'59", CHORD BEARING SOUTH 77°47'52" WEST 96.20 FEET; THENCE SOUTHWESTERLY 33.54 FEET ALONG THE ARC OF A TANGENT, 30.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 064°03'20", CHORD BEARING SOUTH 35°40'02" WEST 31.82 FEET; THENCE SOUTH 67°41'42" WEST 239.99 FEET; THENCE SOUTH 65°49'04" WEST 119.50 FEET; THENCE NORTH 22°01'10" WEST 154.88 FEET; THENCE SOUTH 66°00'31" WEST 320.49 FEET; THENCE NORTH 22°01'10" WEST 139.32 FEET TO THE NORTH LINE OF THE GRANTOR'S PROPERTY; THENCE THE FOLLOWING TWO (2) CALLS ALONG SAID NORTH LINE: (1) NORTH 63°03'15" EAST 515.46 FEET, (2) NORTH 26°56'45" WEST 1.83 FEET TO THE SOUTHWEST CORNER OF LOT 227 OF SAID KAYSVILLE SUNSET FARMS PHASE 2 SUBDIVISION; THENCE NORTH 63°20'49" EAST 402.28 FEET ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

Rotate bearings clockwise 00°20'23" for NAD 83 State Plane Coordinate bearings in the Utah North Zone.

**LOTS 1-5, and 7-13 CRESTED PEAKS SUBDIVISION:**

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 314, KAYSVILLE SUNSET FARMS PHASE 3 (ENTRY #2128851, DAVIS COUNTY RECORDER [D.C.R.]), SAID POINT BEING SOUTH 89°49'45" WEST 1632.06 FEET ALONG THE QUARTER SECTION LINE AND NORTH 00°10'15" WEST 1864.72 FEET TO A CORNER OF KAYSVILLE SUNSET FARMS PHASE 2 (ENTRY #2122408, D.C.R.) AND SOUTH 14°21'48" EAST 358.31 FEET ALONG THE WESTERLY LINE OF SAID



KAYSVILLE SUNSET FARMS PHASE 2 AND ALONG THE WESTERLY LINE OF SAID KAYSVILLE SUNSET FARMS PHASE 3, FROM THE CENTER QUARTER CORNER OF SAID SECTION 10 AND RUNNING THENCE SOUTH 67°41'42" WEST 65.25 FEET; THENCE WESTERLY 129.43 FEET ALONG THE ARC OF A NON-TANGENT, 50.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 148°18'59", CHORD BEARING SOUTH 77°47'52" WEST 96.20 FEET; THENCE SOUTHWESTERLY 33.54 FEET ALONG THE ARC OF A TANGENT, 30.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 064°03'20", CHORD BEARING SOUTH 35°40'02" WEST 31.82 FEET; THENCE SOUTH 67°41'42" WEST 239.99 FEET; THENCE SOUTH 65°49'04" WEST 119.50 FEET; THENCE NORTH 22°01'10" WEST 154.88 FEET; THENCE SOUTH 66°00'31" WEST 360.21 FEET; THENCE SOUTH 64°04'38" WEST 120.34 FEET TO THE EAST LINE OF SUNSET DRIVE; THENCE SOUTH 22°00'47" EAST 359.96 FEET ALONG SAID EAST LINE TO GRANTORS SOUTH LINE; THENCE NORTH 67°33'43"EAST 996.21 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID KAYSVILLE SUNSET FARMS PHASE 3 SUBDIVISION; THENCE NORTH 14°21'48" WEST 227.05 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Rotate bearings clockwise 00°20'23" for NAD 83 State Plane Coordinate bearings in the Utah North Zone.

**BYLAWS**  
**OF**  
**CRESTED PEAKS HOME OWNERS ASSOCIATION**

The name of the Association is Crested Peaks Home Owners Association ("Association") Davis County, State of Utah. The principal office of the Association shall be located at 450 N. Flint Street, Kaysville, Utah 84037. The meetings of Members and Directors may be held at such places within the State of Utah, County of Davis, as may be designated by the Board of Directors.

**I. Personal Application.** Any current resident of, or owner of property in the Crested Peaks Subdivision, Davis County, State of Utah, Crested Peaks Subdivision is eligible for Membership in the Association upon full payment of the annual dues, and completion of an Application for Membership form. All present or future owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Association in any manner, are subject to the regulations set forth in these Bylaws and all governing documents of the Association. The mere acquisition or rental of any of the Lots of the Subdivision or the mere act of occupancy of any of the Lots will signify that these Bylaws are accepted, ratified and will be complied with.

**II. Membership Voting and Meeting of Members.**

**A. Membership and Voting.**

**1. Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership, and such Membership shall continue until such time as the Owner's ownership terminates, at which time his/her Membership shall automatically cease. Proof of Membership (such as a Deed), if called for by the Association, must be provided to the Secretary of the Association (or other designated representative) prior to any rights of Membership being exercised.

**2. Voting of Member.** Members shall be all those Owners as defined above. Voting rights are based on one vote per Lot owned. When more than one person holds title, all such persons collectively shall be the Member (for the Lot in question). The vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Association shall be entitled to presume that any ballot tendered by one or more Owners of the

Lot was the result of agreement by all other Owners. If conflicting ballots are cast by Owners, none will be counted.

**3. Suspension of Member's Rights.** Members are subject to suspension of membership for voting purposes and for purposes of use of the recreational facilities when their assessment payments fall delinquent or a violation of these Bylaws, or the rules and regulations, occurs.

**4. Majority of Owners.** As used in these Bylaws, the term *majority of owners* shall mean those Owners entitled to cast fifty-one percent (51 %) of the total votes.

**B. Meeting of Members of Members and Notice.**

**1. Annual Meeting.** Annual meetings of the Members shall be held each year at the time and place indicated in the notice described in **Subsection 3** below.

**2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors. A special meeting shall be called upon presentation of a written request of 66% of the Membership unless the subject of the meeting is a dispute which is resolved prior to the date set or the subject is not for a lawful purpose. No action may be taken at a special meeting that does not fall within the purpose stated on the meeting notice.

**3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call a meeting not less than seven (7) days nor more than thirty (30) days before such meeting. The notice shall specify the place, day and hour of such meeting. Written notice for special meetings must include the purpose of the meeting. Notice of a meeting shall be deemed to be received when delivered to the member's address or seventy-two (72) hours after first-class mailing.

**4. Quorum.** The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, thirty-three, and one-third percent (33 1/3%) of the votes shall constitute a quorum for any action unless otherwise provided these Bylaws or by Utah law. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other an announcement at the meeting, to a date not less than seven (7) days, nor more than thirty (30) days, from the original meeting date. Quorum for the adjourned meeting shall be twenty-five percent (25 %) of the total voting power of the Association. When a quorum is present, a majority of the voting interests present shall decide any question brought before the Membership unless a different. percentage of

approving votes is required for the specific act under these Bylaws or by Utah law.

**5. Proxies.** At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her identification. No proxy shall be valid after two (2) months from the date of execution.

**6. Conduct of Meetings.** All Membership meetings shall be conducted in a manner consistent with generally accepted procedures of parliamentary procedure. The order of business of all meetings shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) approval of minutes of preceding meeting; (d) reports of officers; (e) report of committees; (f) election of inspectors of election; (g) election of Directors; (h) unfinished business; and (i) new business.

**7. Action by Written Ballot.** Any action which may be taken at a regular or special meeting of Members may be taken without a meeting if a proper ballot is prepared containing all the legal requirements of Utah Code.

**8. Action without Meeting.** Any action, which under the provisions of the Utah Code may be taken at a meeting of the Owners, may be taken without a meeting if authorized by a writing signed by all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

**9. Minutes.** Minutes shall be recorded at all meetings and available for review by Owners within seven (7) days after a meeting in final form. Owners are to receive notice of the availability of Minutes at least once each year by general mailing or personal delivery.

### **III. Board of Directors.**

**A. Number.** The affairs of this Association shall be managed by a Board of Directors, at least three (3), who are Members of the Association. No two family Members (by blood relation or by marriage) shall serve on the Board at the same time.

**B. Term of Office.** The Directors shall serve staggered two (2) year terms. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

**C. Removal.** The entire Board of Directors, or any individual Director, may be removed from office when his/her removal is approved by a majority of the Members of the Association. Any vacancy created by removal shall be filled by election of the new

Director(s) by the Owners. Any Director whose removal is proposed shall receive a chance to address the Membership at the meeting called

**D. Vacancy.** If any Director misses two (2) or more consecutive Board meetings which have officially been convened, that Director forfeits his/her right to remain on the Board, and the remaining Board Members may declare the position of that Director vacant, by majority vote. The remaining Directors may then choose a successor by election among them to serve out the unexpired term of the Director who forfeited his/her position on the Board for failure to regularly attend Board meetings.

**E. Compensation.** No Director shall receive compensation for any service he/she may render to the Association in his or her capacity as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties which have been approved prior to expenditure by the Board of Directors.

#### **IV. Nomination and Election of Directors.**

**A. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who may be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Members.

**B. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast one vote per Lot. The persons receiving the largest number of votes shall be elected. A vote for a Director nominated may be cast by a member by mail on a ballot forwarded by the Board to the member at least seven (7) days prior to the annual meeting, provided such a ballot is received by the Board or the Secretary prior to or at the annual meeting. A Member not personally present at the meeting but who has so cast his ballot shall be counted as present at the meeting for quorum purposes

#### **V. Meetings of Directors.**

**A. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board. Should any meeting fail upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice shall be given to each Director, at least 48 hours, personally or by telephone or at least four (4) days by mail, prior to the meeting if any rescheduling occurs by necessity.

**B. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than seventy-two (72) hours' notice to each Director in the manner prescribed by **Section I.**

**C. Emergency Meetings.** In any situation where action is needed and either a special or regular meeting will not suit the purpose, the Board of Directors may handle the action as follows:

The Board member first notified shall make a good faith attempt to notify each and every other Board member and call a meeting at the earliest possible reasonable time. If it appears sufficient Board Members are not available for a meeting, said contact person shall attempt to get a *consensus* from the Board member as to the action needed, depending on the circumstances. If the Board member making the calls is unable to schedule a meeting with at least a quorum present, in a reasonable time (consistent with the circumstances) the consensus shall determine what action is to be taken, and shall be the subject of a request for ratification at a later Board meeting. The contact person shall make every possible attempt to achieve at least a majority consensus before taking any specific action.

**D. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**E. Waiver of Notice.** Before or at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting or may waive notice by written approval of the Minutes, 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 him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**F. Action without Meeting.** The Directors shall 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 all or a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors so long as reasonable attempts were made to contact all Directors prior to the action being taken.

**G. Meetings Open to Members.** All regular and special meetings of the Directors shall be open to all Members of the Association; provided, however, that Members who are not Directors may not participate in any deliberation or discussion unless expressly authorized by the Board.

**H. Executive Session.** The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting personnel matters, litigation or pending litigation,

matter within the attorney/client privilege, and/or matters of a particularly sensitive nature involving rights to confidentiality hearings where appropriate.

**VI. Powers and Duties of the Board of Directors.**

**A. Powers.** The Board of Directors shall have power to:

1. Conduct, manage and control the affairs and business of the Association and to adopt rules and regulations consistent with the Restated Declaration relating to use of the common area facilities, parking restrictions, etc., and to establish penalties for the infraction thereof;
2. Suspend the voting rights and right to use of the recreational facilities of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for any infractions of published rules and regulations for a period of seven (7) days or for as long as the infraction persists;
3. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by official provisions the Bylaws and the Articles of Association;
4. Select all officers, agents, a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
5. Levy, collect and enforce assessments by any means provided herein, and by Utah law;
6. Take whatever action in the Board's discretion is necessary to discharge any lien against any common area;
7. To change the location of the principal office for business to a different location if deemed advisable by a majority of the Board;
8. To sue others, in the name of the Association, and sue Owners to collect delinquent assessments or cure a violation of any restrictions, covenants, conditions, rules or regulations of the Association (where deemed advisable or necessary);
9. To borrow money for the purpose of improving the common properties and facilities and with approval of a majority of the homeowners, mortgage those common entities if necessary. If such property is mortgaged, the rights of mortgagees shall be subordinate to the Owners' rights; and
10. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential

property and common area, provided that any merger, consolidation or such annexation shall have the assent by vote of a majority of the Members.

**B. Duties.** It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs;
2. Delegate powers to committees, officers or employers and supervise all officers, agents, and employees of the association and to see that their duties are properly performed;
3. As more fully provided herein:
  - a. Send written notice of each increase in regular assessment or imposition of special assessment to every Owner subject thereto within three (3) to seven (7) days before the increase or assessment becomes due;
  - b. In its discretion, foreclose a recorded lien against any properties for which assessments are at least three (3) days delinquent, or to bring an action at law against the Owner personally obligated to pay the same;
4. Issue, or to cause an appropriate officer to issue, upon demand by any person or entity entitled to receive that information, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
5. Procure and maintain adequate liability (offering protection for not less than \$500.00 per occurrence), hazard, and other risk insurance on property owned by the Association;
6. Cause all officers or employees having fiscal responsibilities to be bonded, and to procure such bonds as determined appropriate;
7. Cause the common areas and utility laterals to be maintained;
8. Cause all taxes and assessments against the property of the Association which are or could become a lien on the common areas to be paid when due;
9. Fulfill the annual financial reporting requirements as required by law by distributing to all Members:

**C. Budget Information.** The Associations shall prepare and distribute to all of its Members the following documents not less than seven (7) days or more than thirty (30)



days prior to the beginning of the Association's fiscal year a pro-forma operating budget, which includes:

1. The estimated revenue and expenses on an accrual basis.
2. A summary of the Association's reserves based upon the most recent review or study conducted pursuant to current Utah law which shall be printed in bold type and include all of the following:
  - a. The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.
  - b. As of the end of the fiscal year for which the study is prepared:
    - i. The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain major components.
    - ii. The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.
  - c. A statement as to whether the Board of Directors of the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore.
  - d. A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacements or additions to those major components that the Association is obligated to maintain.
3. A review of the financial statement of the Association which is prepared in accordance with generally accepted accounting principals by a licensee of the Utah State Board of Accountancy for any fiscal year in which the gross income to the Association exceeds \$50,000.00 must be distributed within thirty (30) days after the close of each fiscal year to all Members of the Association.
4. **Delinquent Assessment Policy.** Prepare and distribute a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for default in payment of its assessment against its Members at least annually to the Members during the thirty (30) day period immediately preceding the beginning of the Association's fiscal year.
5. Enforce applicable provisions of the Covenants, Conditions and Restrictions, Bylaws and Articles by any lawful means or procedures, as deemed in the best interests of the Association.

**D. Prohibited Acts.** The Board shall not take any of the following actions, except with the vote or written consent of a majority of the voting power of the Association:

1. Entering into a contract with a third person wherein the third person will furnish goods or services for the common areas or the Association for a term longer than one (1) year with the following exceptions:
  - a. A contract with a public utility company if the rates charged for the materials or services are regulated by the public utilities commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;
  - b. Prepaid casualty and/or liability insurance policies of not to exceed two (2) years duration provided that the policy permits short rate cancellation by the insured.
2. Selling during any fiscal year property of the Association having an aggregate fair market value greater than 25% percent of the budgeted gross expenses of the Association for that fiscal year, without approval of a majority of the homeowners.
3. Entering into any management agreement for the properties which is not terminable by the Association in ninety (90) days or less with or without cause, upon written notice thereof. The term of any such agreement may not exceed one (1) year.
4. Filling a vacancy on the Board of Directors created by removal by Members of a Director. Such vacancy must be filled by election by the Members.

**Article VII. Officers and Their Duties.**

- A. Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all time be Members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may, from time to time, by resolution create including, but not limited to Assistant Secretary, Assistant Treasurers, or additional Vice Presidents.
- B. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.
- C. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one year, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to save.

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

**E. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**F. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**G. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

**H. Duties.** The duties of the officers are as follows:

**1. President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

**2. Vice President.** The Vice President shall have the authority to act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board, and may co-sign all checks written on behalf of the Association.

**3. Secretary.** The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board, and may co-sign checks.

**4. Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by resolution of the Board of Directors; may co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and may prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, pursuant to the financial distribution requirements set forth in **Article VI**. If the Association engages the services of a CPA or managing agent to undertake any of these tasks, the treasurer is relieved of those specific duties delegated to such person or entity.

**VIII. Committees.** The Board of Directors may appoint a Nominating Committee as provided in these Bylaws. The Board may appoint an Architectural Control Committee, as provided in the Restated Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

**IX. Books and Records.** The books of accounting, general records, minutes, and Members name and address information shall, during reasonable business hours and upon reasonable written notice and request stating a purpose therefore, be generally subject to inspection by any member. The Articles of Association and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost. The Board reserves the right to deny access or inspection or otherwise exempt from general legal rights of inspection by the Members. Directors have an absolute right of inspection of all books and records of the corporation.

**X. Assessments.** Each member is obligated to pay to the Association annual, special, and other assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and subject to late fees and/or interest as in such amounts as approved by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his/her Lot.

**XI. Amendments.** These Amended Bylaws may be amended, at a regular or special meeting of the Members, or by written ballot, by approval of a majority of a quorum of Members of the Association.

**XII. Conflicts.** In the case of any conflict between the Articles of Association and these Bylaws, the Articles shall control

**XIII. Record Date.** Only persons who are owners of record as of the date and time of any meeting shall be entitled to vote at that meeting. In a written ballot campaign, the date of record for voting purposes is the date the ballots are first due to be returned to the Association.

**XIV. Notices.** Any notice permitted or required to be delivered as provided herein may be delivered either personally (which includes delivery to mailbox at the residence) or by first-class mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Secretary for the purpose of service of such notice or to the residence site of such person if no address has been given to the Secretary. Such address may be changed from time to time by notice in writing to the Secretary.

**XV. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> of December every year, except that the first fiscal year shall begin on the date of the passage of the Articles of Association.

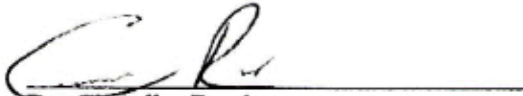
The foregoing Bylaws of Crested Peaks Home Owners Association are hereby certified to be a true copy of the Bylaws adopted by the Members of Crested Peaks Home Owners Association, effective as of the 16<sup>th</sup> day of January, 2024.



By: Brad Walters  
Title: Director




By: Julie Walters  
Title: Director



By: Chandler Read  
Title: Director

Attest:



By: Julie Walters  
Title: Secretary