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WHEN RECORDED, RETURN TO:

**WESTWOOD MOBILE  
HOMEOWNERS ASSOCIATION**  
3860 South 2300 East  
P.O. Box 171014  
Salt Lake City, UT 84117

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AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WESTWOOD MOBILE HOMEOWNERS ASSOCIATION  
(INCLUDING BYLAWS)

A Planned Unit Development

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTWOOD MOBILE HOMEOWNERS ASSOCIATION (hereafter "Declaration") is made on the date evidenced below by Westwood Mobile Homeowners Association (hereafter "Association").

### RECITALS

A. The property subject to this Declaration is the Westwood subdivision in Davis County, State of Utah. **Exhibit "A"** of this Declaration further defines the property subject to this Declaration. All Lots therein are part of the Association, and each Owner of a Lot is a Member thereof. The Association is created as a planned unit development ("PUD") and contains certain Common Areas, Limited Common Areas, and easements for the benefit of the Owners of Lots therein.

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

C. This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westwood Mobile Homeowners Association supersedes and replaces all prior declarations, and amendments or supplements thereto, recorded against the subdivision, specifically the Second Amendment to Declaration of Restrictions and Grant of Easements of Westwood Mobile Homes PUD recorded September 30, 1998, as Entry No. 1444158, records of the Davis County Recorder, State of Utah (the "Original Declaration").

D. The Association obtained the requisite votes and/or consents approving this Declaration as required pursuant to Article XIII, Section 5 of the Original Declaration.

E. The Association's legal name may be revised with the State of Utah's Division of Corporations and Commercial Code.

F. The Community Association Act, Utah Code § 57-8a-101 *et. seq.* (the "Act"), as amended from time to time, shall supplement this Declaration. The remedies in the Act and this Declaration — provided by law or in equity — are cumulative and not mutually exclusive.

G. This Declaration may be amended from time to time. This Declaration shall be reviewed and updated at least every seven (7) to ten (10) years, if needed. Any amendment shall take effect upon it being recorded in the office of the Davis County Recorder.

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

### ARTICLE I - DEFINITIONS

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

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

**1.2** “**Assessment**” means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of the Governing Documents or applicable law, including: (a) annual/regular assessments; (b) special assessments; and (c) individual assessments as set forth below.

**1.3** “**Association**” means and refers to the Westwood Mobile Homeowners Association, or such successor association of the Lot Owners acting under this Declaration.

**1.4** “**Board of Directors**” or “**Management Committee**” means and refers to the governing body of the Association elected or appointed in accordance with the Bylaws. The members of the Board are referred to herein as each a “**Board Member**” or a “**Director**”.

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

**1.6** “**Common Areas**” means, refers to, and includes: (a) the real property, excluding all Lots as defined herein, and interests in the real property which comprise the Project and are submitted to this Declaration; (b) all Common Areas and facilities designated as such on the Plat and all property on the Plat excluding the Lots; (c) all Limited Common Areas and facilities; (d) in general, all apparatus, Improvement, installations and facilities included within the Project and existing for common use; (e) the Project’s walkways, private roads, water and water rights in, under, or to, any irrigation distribution system, sanitary storm sewer facilities, fences and easements and rights-of-way appurtenant to the Property, which are owned by the Association for the common use and enjoyment of the Owners of Lots; (f) all portions of the Project not specifically included within the individual Lots; (g) all other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; and (h) all common areas as defined in the Act, whether or not enumerated herein.

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

**1.8** “**Community**” means and refers to all of the land described in the Plats, including any real property annexed into the Project and all Improvements thereon.

**1.9** “**Dwelling Unit**” or “**Unit**” means only one (1) single-family residential dwelling unit structure constructed upon a Lot.

**1.10** “**Fines**” means and refers to fines levied by the Association against an individual or entity for violations of the Governing Documents. Fines shall be adopted, enforced, and collected consistent with the Act and are deemed an assessment herein and may be collected as such.

**1.11** “**Governing Documents**” means and refers to a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation (filed with the State of Utah),



Bylaws, Plat, this Declaration, rules and regulations, and architectural or design guidelines, if any. Each document may be its own, separate document and available from the Association and, to the extent allowed by law, may be more restrictive than local ordinances.

**1.12 “Improvement”** means every structure or improvement of any kind, including but not limited to landscaping, lighting, sprinkler pipes, Dwelling Units, decks, patios, porches, awnings, fences, sheds, garages, carports, driveways, storage compartments, or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

**1.13 “Leases” or “Rentals”** means any agreement, written or otherwise, for the habitation, use, or recreation of a Lot or Dwelling Unit or both or any part thereof in exchange for compensation of any kind, not limited to currency.

**1.14 “Limited Common Areas”** means all of the real property identified as Limited Common Areas herein or on the Plat, except as otherwise stated herein. Limited Common Areas are Common Areas limited to the use of particular Lot Owners to the exclusion of other Lot Owners, including but not limited to RV parking and gated or locked areas.

**1.15 “Lot”** means a residential lot or parcel of land as shown on the recorded subdivision Plat Map. The term “Lot” shall include the Dwelling Unit and other Improvements upon the Lot, as the context may require.

**1.16 “Manager” or “Managing Agent”** shall mean and refer to the person or entity retained to manage the Property and the Association according to the direction of the Board.

**1.17 “Member”** means an Owner as a member of the Association.

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

**1.19 “Plat” or “Plat Map” or “Record of Survey Map”** (these terms may be used interchangeably herein) means and refers to the Record of Survey Map(s) of the Project on file at the Davis County Recorder’s office, as the same may be amended or substituted.

**1.20 “Property” or “Project”** means all of the real property described in the Plats, including all of the real property described in attached **Exhibit A** and all Lots, Common Areas, easements, and open space.

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

## **ARTICLE II - PROPERTY DESCRIPTION & RIGHTS**

**2.1 Property Subject to the Declaration and Bylaws.** The real property which is, and shall be, transferred, held, sold, conveyed, used, occupied and improved subject to the Act and to this

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

**2.2 Description and Legal Status of Lots and Units.** The Plat Map shows the Lots and building designations, their locations, dimensions from which its areas may be determined together with the Definitions above, and the Common Areas. All Lots are single-family residential Lots. All Lots shall be capable of being independently owned, encumbered, and conveyed.

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

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

(a) Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance referred to herein and determining whether or not the Lot is in compliance with the Governing Documents or whether the use of the Lot is causing damage or harm to the Common Areas or Limited Common Areas. Requests for entry shall be made in advance and with at least three (3) days' notice to the Owner, except in the case of an emergency, when such right shall be immediate. The Association shall reasonably try to coordinate entry to a Dwelling Unit at a time convenient to the Owner. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot. This right of entry does not allow Owners to enter other Owners' Lots.

(b) Utility Easements. The Association and any public utility provider shall have an easement through all Lots and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Lot Owner shall have an easement in common with all

Owners to use all pipes, wires, ducts, cables, conduits, public utility lines, and other common facilities located in any of the other Lots and serving his or her Lot.

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

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

(1) The right of the Association to limit the number of guests of Members using the Common Areas.

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

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

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

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

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

(e) Limited Common Areas. A Lot Owner's exclusive right to use and occupancy of Limited Common Areas reserved for the Owner's Lot shall be subject to and in accordance with the Governing Documents and are NOT passed on to future owners unless stated on the Plat Map or in this Declaration or other Governing Document of the Association.

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

### ARTICLE III – RESTRICTIONS ON USE

**3.1 General Use Restrictions.** All of the Lots which are subject to this Declaration are hereby restricted to single-family residential dwellings, and buildings in connection therewith, including but not limited to community buildings on the common property. All Dwelling Units placed, installed, or erected on the Property shall be no older than ten (10) years old, at the time

they are placed or installed unless received written approval of the Board . All other buildings or structures erected on the Lots shall be of new construction, and no buildings or structures shall be removed from other locations and installed on the Project unless approved in writing by the Board. After initial construction on a Lot – which requires Board and Woods Cross City approval – no subsequent building or structure of a temporary character, such as tent, shack, garage, barn, or other building shall be placed or used on any Lot, for longer than 30 days without written approval of the Board. Any recreational trailers or campers of any kind are permitted to be on a Lot only if they are in good repair and in a safe condition, and must not be inhabited. Campers and trailers parked on the street must not impede traffic or block a neighbor's driveway, must comply with winter and road maintenance restrictions, and may be parked on the street for no more than forty-eight (48) hours.

**3.2 Residential Use.** Lots shall be used for single-family, residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial, or similar activities that cause additional pedestrian or vehicular traffic that interferes with or impedes traffic or road maintenance or blocks neighboring driveways, create a sight, smell, fire, or noise nuisance, shall be conducted on any Lot or in any other portion of the Project.

**3.3 Lease Restrictions.** Owners must ensure that the Association is provided with current contact information for themselves and their tenants, at all times. In no case are outbuildings to be inhabited. Owners are responsible for the actions of their lessees and tenants, and any violation of the Association's Governing Document, or associated fines or other remedies, shall be the responsibility of the Owner. If any Owner fails to correct any violations related to their tenant, the Board may require the Owner to terminate a lease or rental agreement. If an Owner fails to correct any such violations related to their tenants or fails to terminate the lease pursuant to the above, the Owner hereby grants the Board standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement, with any costs to be paid by the Owner.

**3.4 Animals.** Animals belonging to Owners, occupants, or their licensees, tenants, or invitees within the Property may be kept in legal quantities provided that their ownership and maintenance are in compliance with state and local laws. The Owner of any dog must keep such dog on a leash or in a cage when outside of the Lot or keep it confined within the Lot and under the Owner's or resident's control. Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners and residents shall be responsible for removal of visible waste of their animals. Failure by Owner or resident to remove waste of animals will be subject to Fines applicable with the fining schedule. No animals are permitted in the parks. Owners are required to follow Woods Cross City and Davis County animal control rules for ownership, vaccination, care, and licensing of all animals, and the Association may enforce all such applicable rules.

**3.5 Offensive Activities.** No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts, tools, building materials,

gardening materials, dead plants, appliances, mattresses, box springs, or activities shall be permitted on any Lot or portion of the Common Areas, nor shall anything be done in or placed upon any Common Areas which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. Items not limited to, but including, car parts, tools, building materials, gardening materials, stored on Lots must be stored in a presentable, orderly, and safe manner. Appliances, mattresses, box springs, or any other garbage or unnecessary items must be removed within thirty (30) days.

**3.6 Unlawful Activities.** No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. This includes but is not limited to illicit drugs, contraband, and the selling, trading, or storage of such items on any part of the Lot or Property.

**3.7 Noise Disturbance.** Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not unreasonably disturb other residents. The hours between 10 p.m. and 6 a.m. are to be a quiet time. Noise disturbances shall subject the Owner of the Lot from which the noise originates to a Fine as levied by the Board of Directors. Emergency services are exempt from this covenant.

**3.8 Rubbish and Trash.** No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, appliances, dead vegetation, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in garbage receptacles collected by garbage collection services periodically. Any trash or waste generated from remodeling of a unit must be removed within two weeks of the end of the project, or four (4) months for larger projects as determined by the Board. Garbage shall be placed in bags and tied, or boxes, and placed in appropriate garbage receptacles provided for that purpose.

**3.9 Parking.** The parking of inoperable motor vehicles for any reason is prohibited upon any street, Lot, or part or portion of the property, except in an enclosed garage or behind an opaque fence. For the purpose of this section, "inoperable motor vehicle" shall mean any motor vehicle which is unable to be operated in a normal manner under its own power and is unlicensed or unregistered. Vehicles may be outside and unlicensed or unregistered for up to six (6) months or one hundred eighty (180) days.

The driving, parking, and storing of vehicles in, on, or about the Community (including the Lots) shall be subject to the parking rules adopted from time to time by the Association. Vehicles and Owners in violation of any rule or of this Declaration shall be subject to Fines, and the vehicle may be removed (towed) or booted and the Owner may be assessed the cost of such removal and any storage necessitated thereby, and the owner of the vehicle shall indemnify, defend, and hold harmless the Association and its officers and agents from all claims which may arise from any towing, removal, storage or sale of such vehicle, if done in good faith and within the parameters of law.

Vehicles may only be parked on the street if not obstructing or impeding traffic or emergency vehicle access, and otherwise in compliance with the other Governing Documents of the Association. Parking is prohibited from blocking other's driveways or mailboxes or interfering with garbage pickup. No overnight parking in front of other's Lots from 10:00 p.m. to 6:00 a.m. To allow for effective snow removal and increased safety, overnight curbside



parking is prohibited during the winter months (November 1<sup>st</sup> through March 31<sup>st</sup>) between the hours of 10:00 p.m. and 6:00 a.m. Curbside parking is also not allowed in times of active snowfall, imminent snow, or forecasted snow.

The Association may provide a parking area for trailers, boats, recreational vehicles, and the like, as set forth within the Rules, when not in use within the RV Parking Lot. Parking within the Association's RV Parking Lot shall only be done by separate and individual written agreement with the Association, and for which, the Association may charge a fee.

**3.10 Driveways and Parking Areas.** Each Lot is required to install and maintain cement or concrete asphalt, or other hard surface parking for at least two (2) full-sized vehicles at the front and/or the sides of the Lot. Owners should take precautions to keep any gravel, dirt, mud, rocks, or garbage, etc. from being tracked, kicked up, drained, or entered from their Lot onto the street or gutter.

**3.11 Dwelling Units.** In addition to the requirements set forth in Section 3.1, only one structure located upon a Lot shall be used for dwelling purposes. Dwelling Units must have a minimum of seven hundred (700) square feet and must comply with any building requirements, setbacks, easements, or other conditions set forth by Woods Cross City and/or the Association (pursuant to any rules and regulations regarding architectural requirements, as may be adopted from time to time). Attached additions must have prior approval of the Board of Directors and Woods Cross City to meet codes, easements, building materials, etc. or be removed at Owner's expense.

**3.12 Sheds, Garages, Carports and Outbuildings.** Sheds or other outbuildings are not to be used for any living space and may NOT be installed upon a Lot without prior written approval of the Board. Such structures must comply with any building requirements, setback, easements, size, or other conditions set forth by Woods Cross City or the Association (pursuant to any Rules and Regulations regarding architectural requirements, as may be adopted from time to time). No structure shall be placed on rights-of-way or encroach upon other Lots. Removal of any such structural shall be at the Lot Owner's cost and expense. Plastic coverings and tarps used outside must be in good condition and not present unsightly or hazardous conditions.

**3.13 Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the properties of any Lot. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the Property or any Lot.

**3.14 Signs.** No signs, advertisements, or promotions other than those for home sales or rentals may be displayed or affixed in Lots. No signs, advertisements, or promotions other than those specifically approved by the Board may be displayed in any Common Area. United States and Utah State flags may be flown subject to rules and regulations set forth by law and the Board. Political signs may be displayed for no longer than forty-five (45) days before an election and must be completely removed the day after an election takes place. Seasonal decorations or displays may be permitted so long as they are installed in a safe and appropriate manner.

**3.15 Window Coverings.** Window coverings may not be unsightly and must be maintained in good repair. Aluminum foil, newspapers, or any other similar materials may not be used to

cover the windows to any Unit.

**3.16 Exterior Lighting.** All Dwelling Units shall have exterior lighting that remains on all night or is motion-activated between dusk to dawn.

**3.17 Snow Removal.** Snow removal from individual Lots is the responsibility of the Owner. Snow shall be removed to a separate area within Owner's Lot and shall not be shoveled into the roads. The Association shall provide for snow plowing from the Association's roads within the Project.

**3.18 Landscaping.** All Lots must be landscaped. No Lot shall be allowed to include un-manicured areas. All dead vegetation must be removed immediately. No lumber, grass, shrub, tree clippings or plant waste, metals, bulk material, scrap refuse, or trash shall be allowed to accumulate on any portion of the Property. Landscaping with minimal maintenance and water requirements are preferred. To the extent required by the Act, the Board shall adopt Rules supporting water-efficient landscaping, including allowance of low water use on lawns during drought conditions, and may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

**3.19 Fences or Walls.** For safety reasons, within eight (8) feet of a roadway corner, nothing that obscures vision may be over three (3) feet tall. On other edges of Lots, fences, or walls may not exceed eight (8) feet in height. Hedges and trees may be taller if reasonably trimmed and maintained by the Owner.

(a) Lot #41 is granted an exception to these policies due to public utility placement.

**3.20 Antenna and Dish Policy.** Only antennas or dishes currently in use may be utilized, and satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas/dishes one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed. If locating the dish so that it is not visible from the streets precludes reception of an acceptable quality signal, the dish shall be installed with the least visibility from the streets possible. Location of an FCC approved dish may not be restricted by the Association so as to cause unreasonable delay in installation; unreasonably increase the cost of the equipment or its installation, maintenance, or use; or preclude reception of an acceptable quality signal. No dish may encroach upon the Common Areas or the property of another Owner. No antenna may exceed ten (10) feet above the Dwelling Unit or twenty (20) feet in the yard without written approval of the Board.

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

**3.21 Use of Common Areas.** Common Areas are provided for the benefit and enjoyment of all Owners, residents, and guests. Each area of the Project should be utilized for the purpose for which it is intended and subject to the Rules and Regulations which apply to it. These facilities should be used in a safe manner and are used at your own risk. When an Owner and/or their guests use any of these areas, Owners are responsible for the maintenance thereof and to leave

them in as good or better condition as they were found.

(a) Limitation on Use of Common Areas. The Board, by Rule, may restrict a felon or sex offender, as defined in Utah Code § 77-27-21.7 from accessing a protected area that is maintained, operated, or owned by the Association, including but not limited to Common Areas, subject to the exceptions described in Utah Code § 77-27-21.7(3).

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

## ARTICLE IV - MAINTENANCE OBLIGATIONS

### 4.1 Owner's Maintenance Responsibility.

(a) Except to the extent that the Association is responsible therefore under Section 4.2, maintenance, repair and replacement of the Lots, contents, property, Dwelling Units, and any Improvements thereon shall be the responsibility of the Owner(s) thereof, who shall maintain such Lots and Dwelling Units in good condition and repair. Any fixture, pipe, conduit, or other utility device, or apparatus that services only one Lot shall be the responsibility of that Lot's Owner to maintain, repair, and replace. Each Lot and Dwelling Unit shall be maintained by the Owner so as to not detract from the appearance of the Community or not be in a condition in which it is uninsurable and so as to not adversely affect the value or use of any other Lot or Dwelling Unit. No Dwelling Unit can be turned into sheds or rendered unlivable by typical insurance or City standards, including any foundations or other encumbrances, or they shall be subject to Fines or replaced or removed at the Owner's expense. Any Lot without a Dwelling Unit shall be as any other unimproved Lot, and maintained with no weeds over six (6) inches high, nor shall building materials, including old foundations, rubbish, or hazardous waste be allowed to remain.

(b) All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits, or systems break off from other lines which service more than the Lot, shall be maintained, replaced, and kept in repair by the Owner of the Lot. An Owner shall not do any act or any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

(c) Owners responsibility also includes, but is not limited to: landscaping of the yards including cleanup and maintenance; snow removal; weed control; watering; mowing; repair and replacement of all parts including exteriors of the Dwelling Unit; driveways, walkways, and parking areas; Unit skirting and foundations; maintaining yards and grass; removing of any dead or dying vegetation; and maintaining Lot in a clean and sanitary condition, thus ensuring Lot and Unit do not negatively affect the value or use thereof.



#### **4.2 Maintenance by Association.**

(a) The Association shall be responsible for maintenance, repair, and replacement upon the Common Areas and all improvements thereon, including perimeter fences; entrance gates; streets; Common Areas sidewalks (if any); Common Areas landscaping; landscaping equipment; lighting; water well and watering control shed; RV Parking Lot; and playgrounds located on Common Areas. Utility mains and any utility laterals to the Lot lines or to those lines which service individual Lots which are not maintained by the utility companies are to be maintained by the Owner as set forth in Section 4.1 above.

(b) The Association shall also maintain all Common Areas amenities which may be installed from time to time. However, if the Common Areas, Limited Common Areas, or a Lot are damaged by the willful misconduct or negligence of an Owner, their guests, tenants, or invitees, such Owner shall be responsible for all such damage.

(c) The Association may contract for garbage dumpster or garbage cans services from time to time and the costs shall be billed as a Common Expense.

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

**4.3 Access at Reasonable Hours.** For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Limited Common Areas at reasonable hours. In emergency situations, the Association may immediately enter without prejudice, provided that the Lot Owner be notified as soon as possible.

**4.4 Clarification and Alteration of Certain Maintenance Duties by Rule.** To the extent not clarified herein and not inconsistent with the provisions of this Declaration, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities. Furthermore, the duty of maintenance for the area of a Lot outside the walls of the Dwelling Unit and the Limited Common Areas appurtenant to the Dwelling Units and the Limited Common Areas adjacent and appurtenant to the Dwelling Units may be altered by duly adopted Board resolution. Such determinations shall be set forth in a Board resolution distributed to all Owners, included with other rules of the Association, and shall be binding against all Owners.

## ARTICLE V - ASSESSMENTS

### 5.1 Covenant for Assessments.

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

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

(b) No Member may exempt itself from liability for Assessments by abandonment of any Lot owned by such Member.

### 5.2 Annual Budget and Assessment.

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

(b) Determination of Annual Assessment.

(1) The Board shall base the annual assessments upon the budget and fix the amount of the annual assessment ("Annual Assessment") against each Lot for each assessment period at least thirty (30) days in advance of the beginning of the fiscal period of the Association. Notice of the Annual Assessments shall be sent to all Members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period. In no case shall the assessment be increased in an amount greater than six percent (6%) without a vote and approval of at least a majority of a quorum of qualified voting Members of the Association.

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

(3) If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may, at any time,

determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Assessment. If such action becomes necessary, a meeting of the Members must be called for the purpose of voting on the increase.

**5.3 Apportionment of Assessments.** Assessments shall be apportioned as follows:

(a) Annual Assessments. The obligation to pay a Lot's Annual Assessment commences upon the closing of the sale of such Lot. All Lots shall pay an equal share of the Annual Assessments.

(b) Special Assessments. All Lots shall pay an equal share of the Special Assessments, and the obligation to pay Special Assessments rests with the Owner holding title to the Lot at the time the Special Assessments are approved.

(c) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Lots benefitted or to which the expenses are attributable as provided for below.

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

**5.5 Annual Assessments.** Annual Assessments shall be used to satisfy Common Expenses of the Association, including accumulating reasonable reserve amounts. The Annual Assessments may be increased by the Board each year according to the budget.

**5.6 Special Assessments.** In addition to the Annual Assessments authorized in this article, the Association may levy a special assessment from time to time ("Special Assessment") for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments. The Board may authorize a Special Assessment for any lawful purpose provided, however, that any Special Assessment greater than Five Hundred Dollars (\$500.00) per Owner may only be levied if it is first voted upon the affirmative vote of at least a majority of qualified voting Owners that voted in person, by mail, by email, or by proxy. The due date for any Special Assessment shall be fixed in the resolution authorizing the Special Assessment, but not sooner than six (6) months after the date of such resolution.

**5.7 Individual Assessments.** Any expenses which are not Common Expenses, and which benefit or are attributable to fewer than all of the Lots may be assessed exclusively against the Lots affected or benefitted. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Lot to reimburse the Association for costs incurred in bringing

the Lot or its Owner into compliance with the provisions of this Declaration or Rules and Regulations of the Association and for Fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any Rules and Regulations of the Association; and (2) expenses, other than Common Expenses, relating to the cost of maintenance, repair replacement and reserves of the Lots which may be incurred by the Association.

**5.8 Nonpayment of Assessments.** The Annual Assessments shall be due and payable on a monthly basis on the first (1<sup>st</sup>) calendar day of each month, unless otherwise provided by the Board, and shall be delinquent if not paid by the tenth (10<sup>th</sup>) of the month or within such other period established by the Board from time to time.

(a) Interest. Delinquent payments shall bear interest from the eleventh (11<sup>th</sup>) day of the month (the "date of delinquency") at the rate established by: (i) the Board of Directors and published in the most recent Fine Policy adopted by the Board, or (ii) Utah Code § 15-1-1(2), pursuant to Section 301(3) of the Act.

(b) Late Charge. Delinquent payments shall be subject to a monthly late charge not to exceed forty percent (40%) of the installment, the actual amount to be determined by the Board from time to time.

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

(d) Lease Payments by Tenant to Association. If the Owner of a Lot who is leasing or renting the Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board may demand that the tenant pay to the Association all future lease/rent payments due to the Owner, beginning with the next monthly or other periodic payment, until all amount dues to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Board, or its agent, shall give the Owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with Utah law and the Association's Governing Documents.

(e) Remedies, Including Suspension of Membership Rights and Services. All membership rights, including the right of a Member to vote or rent in the RV Parking Lot, etc. may be suspended during any period of delinquency. The Association shall have each and every remedy for collection of assessments provided in the Utah Community Association Act, and by Utah law.

**5.9 Lien.** The Annual Assessment and all other Assessments imposed together with damages, Fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by the Act, Utah law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien

upon each of the Lots against which the assessment or charge is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due, and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

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

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

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

**5.13 Subordination of Lien to Mortgages.** The lien for the nonpayment of assessment provided for in this Article has priority over each other lien and encumbrance on a Lot except a first or second security interest on the Lot secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the Association, or a lien for real estate taxes or other governmental assessments or charges against the Lot. The sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. Such sale or transfer shall not



relieve the Lot from liability or lien for any Assessments thereafter becoming due and shall not relieve any Owner of their personal obligation for such amounts.

#### **5.14 Reserve Analysis.**

5.14.1 Reserve Analysis Required. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years, and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. However, the Board may decrease the frequency of conducting and updating a reserve analysis in a formal resolution of the Board delivered to all Owners. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

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

- (1) a list of the components identified in the reserve analysis that will reasonably require reserve funds;
- (2) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
- (3) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (4) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and, to prepare for a shortfall in the general budget that the Association may fund the annual contribution; and
- (5) a reserve funding plan that recommends how the Association may fund the annual contribution described in subsection (4) above.

5.14.3 Reserve Analysis Summary Provided to Owners. The Association shall provide a copy of the complete reserve analysis or update on the Association's website or other online address as determined by the Board of Directors and to an Owner who requests a copy at the going cost per page at the closest copy center.

#### **5.15 Reserve Funds.**

(a) The Association shall establish and maintain a reserve fund for the purpose of funding repair, replacement and restoration of the Common Areas and other items for which it is responsible to repair or replace, any emergency, unforeseen, unusual, or unanticipated expenditures, and for any other purpose determined from time to time by the Board, by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board in its sole discretion and best business judgment or of an amount and in the manner as may be required by law. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are

insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve funds shall be maintained separately from other Association funds.

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

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

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

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

**5.18 Application of Payments.** Payments upon an Owner's account shall be applied first to Association costs and attorney fees, then to the oldest charges (regardless of type) on the Owner's account.

## ARTICLE VI - THE ASSOCIATION

**6.1 Organization.** The Association has been organized as a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Utah Code § 16-6a-101 *et seq.*, as may be amended from time to time. In the event the Association is at any time administratively dissolved by the Division of Corporations and Commercial Code, the Board may re-incorporate the Association without a vote of the qualified voting Owners. The affairs of the Association shall be governed by a Board of Directors as provided herein and in the Bylaws.

**6.2 Membership.** Each Owner during the entire period of Owner's ownership of one or more Lots within the Community shall be a Member of the Association. The membership shall commence, exist, and continue by simple virtue of the ownership, shall expire automatically

upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

**6.3 Voting Rights.** The method of voting shall be as provided in the Bylaws. Each Owner or group of co-Owners of a Lot shall have one (1) vote in matters of the Association for each Lot owned, and as set forth in the Bylaws.

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

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

(1) The Association shall maintain the Common Areas.

(2) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Property, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(3) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

(4) The Association may employ a responsible corporation, partnership, firm, person, or other entity as the Managing Agent to manage and control the Community, subject at all times to direction by the Board of Directors, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board of Directors.

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

(1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason 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.

(2) 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 and regulations promulgated by the Officers, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

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

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

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

(4) The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00).

(5) The Board, upon the affirmative vote of a majority of qualified voting Members, may enter into agreements or contracts affecting the Association or the Common Areas, including but not limited to the granting of easements and buying or selling property affecting the Association.

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

**6.5 Adoption of Bylaws.** The Association has adopted Bylaws for the Association which are attached as an exhibit to this Declaration, and which Bylaws may be amended from time to time pursuant to the procedure set forth therein.

## ARTICLE VII – RULES, ENFORCEMENT, APPEAL

**7.1 Rules and Regulations.** The Board may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce the Rules and Regulations, subject to limitation and requirements of the law, including the right of the majority of Owners to disapprove a rule pursuant to law, and subject to the Board's duty to exercise business judgment on behalf of the Association and the Owners.

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

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

(a) Subject to the provisions of this Declaration, to enter the Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy Fines, and a violation of any specific and express rule, regulation, covenant, restriction, or term of any Governing Document of the Association (a "violation"), and any subsequent occurrence of such violation, shall be subject to a fine in the amount set forth in a schedule of fines adopted and determined by the Board from time to time;

(d) To suspend the right to receive access or use any services or facilities, such as RV Parking Lot, provided by or through the Association until the violation is corrected;

(e) To suspend the voting rights of an Owner, but not for longer than sixty (60) days except in the case of a continuous violation; or

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

**7.4 Fines.** The Board may assess a fine against an Owner for a violation of the Governing Documents in accordance with the current Fine Policy.

**7.5 Appeal by Owner.** Any Owner who is assessed a Fine or other penalty or who has rights suspended may request an informal hearing before the Board and/or a committee established by the Board (such as the Grievance Committee) to dispute the Fine, penalty or suspension within thirty (30) days after the date of the notice stating that the Fine or penalty is assessed or that rights have been suspended. The hearing requested shall be conducted in accordance with procedures promulgated by resolution of the Board from time to time, or if none, in accordance with the standards determined by the Board at the hearing.

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

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

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

## ARTICLE VIII - INSURANCE

### 8.1 Types of Insurance Maintained by the Association.

(a) The Board shall at all times purchase, maintain in force, and pay the premiums for, (as well as such other insurance as it deems reasonable) if reasonably available, and consistent with that of similarly situated first-class subdivisions in the county and with the Act:

(1) Property insurance for the Common Areas, if required by law or deemed necessary by the Board;

(2) Liability insurance with adequate limits of liability for bodily injury and property damage, but in no event less than One Million Dollars (\$1,000,000.00) per occurrence; and

(3) Directors and Officers (D & O) liability insurance coverage.

(b) The Board may purchase and maintain in force, if and as deems reasonable, the following types of insurance:

(1) Fidelity. Fidelity insurance or bond covering all Board members, officers, employees, and other persons handling or responsible for the funds of, or administered by, the Association. Where a Managing Agent has the responsibility for handling or administering funds of the Association, fidelity coverage shall include coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bond or insurance shall name the Association as an obligee and shall not be less than the

estimated maximum of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time during the term of each bond or policy, and in no event, no less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. The bonds or policies shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The bonds or policies shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or insurance trustee.

(2) Other. Any other policy as determined by the Board.

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

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

(2) Deductible. The Association shall pay for the deductible on any claim made against the Association's property insurance policy, except where the claim is made because of the negligence or willful acts of an Owner or occupant, including a guest, invitee, or visitor, as determined by the Board. In such cases, the corresponding Owner shall pay the deductible amount.

(3) Waiver of Subrogation; Individual Neglect. All policies shall include a waiver of the right of subrogation against Owners individually. All policies shall include a provision that the insurance is not prejudiced by any act or neglect of an individual Owner.

(4) Special Endorsements. Each policy shall contain or provide those endorsements commonly purchased by other community associations.

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

**8.2 Owner's Insurance.** Each Owner and any lessee shall purchase and maintain adequate liability and property insurance on the Lot and Dwelling, a copy of which shall be sent to the Association and subject to the following:

(a) Primary Coverage. The insurance coverage of an Owner shall be primary. The Association shall not maintain insurance on an Owner's Lot, Dwelling Unit, personal property, or contents;

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

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

(d) **Coverage Requirements.** Each Owner shall insure the entire Lot and Dwelling Unit, including from the foundation to the roof, interior and exterior, against loss or damage by fire or by any other casualty, under the standard form now in use in the State of Utah or under such other insurance as may be required by a Mortgagee of a Dwelling Unit.

## ARTICLE IX - AMENDMENT

This Declaration, as well as the Plat, or any provision, covenant, condition, or restriction whatsoever, may be amended, added, modified, or deleted, if such amendment is approved by a majority of the Owners voting, unless a greater amount is required by Utah law. An amendment shall not be effective until the amendment is certified by the President, or duly authorized officer or agent of the Association, as being adopted in accordance with this Declaration is acknowledged and recorded in the Davis County Recorder's Office.

## ARTICLE X - MISCELLANEOUS PROVISIONS

**10.1 Priority of Governing Documents.** In the event of any conflict between or among this Declaration and any other Governing Document, the document in the highest priority beginning with the first document listed hereinafter shall prevail (as to any such conflict) over any later listed document: the Act, the Nonprofit Corporations Act, the Plat and the Declaration (which have equal priority), the Articles of Incorporation, the Bylaws, and the Rules and Regulations.

**10.2 Recovery of Costs and Attorney Fees.** The Association shall be entitled to recover its costs and attorney's fees incurred for enforcement of this Declaration regardless of whether any lawsuit or other action is commenced. Such costs and attorney's fees shall automatically be and constitute an assessment against the Owner and the Lot. Additionally, the prevailing party shall be entitled to its attorney fees and costs in any dispute concerning any Governing Document, including an action dealing with the declaration of rights and obligations thereunder with or without a defaulting party, whether such costs and expenses are incurred with or without suit; before or after judgment; in any appeal; in any bankruptcy or receivership proceeding; or in connection with any alternative dispute resolution proceeding.

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

**10.4 Joint Owners.** In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which

any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

**10.5 Lessees and Other Invitees.** No damage to, or waste left in the Common Areas, or any part thereof shall be committed by any Owner or any Lot occupant, guest, invitee, lessee/renter of any Owner, and each Owner shall indemnify and hold the Board and the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Lot occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

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

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

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



**10.9 Notice of Sale, Mortgage, Rental, or Lease.** Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly (within ten (10) days) inform the Secretary or Manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

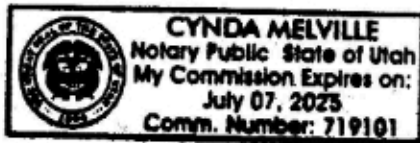
IN WITNESS WHEREOF, Westwood Mobile Homeowners Association has executed this Declaration this 14 day of June, 2024.

WESTWOOD MOBILE  
HOMEOWNERS ASSOCIATION

*Charlene P. Tschaggery*  
By:  
President

STATE OF UTAH            )  
  )ss:  
County of Davis        )

The foregoing instrument was acknowledged before me on this 14 day of June, 2024 by Charlene P. Tschaggery.



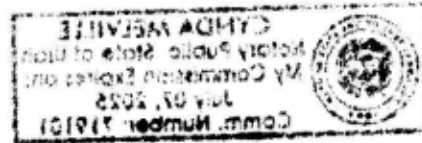
*Cynda Melville*  
Notary Public for Utah

**EXHIBIT A**

**LEGAL DESCRIPTION**

All Lots and Common Area, WEST WOODS MOBILE HOME PUD AMENDED,  
according to the official plat thereof recorded in the records of the Davis County Recorder.

Parcel Numbers: 06108001 through 061080074.





**EXHIBIT B**  
**BYLAWS**  
**OF**  
**WESTWOOD MOBILE HOMEOWNERS ASSOCIATION**

**ARTICLE 1 - DEFINITIONS**

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

**ARTICLE 2 - MEETINGS OF ASSOCIATION**

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

2.2 Annual Meetings. Each regular annual meeting of the Members shall be held each year on the day and at a time and place within the state of Utah selected by the Board and/or online if possible. Otherwise, all materials will be online, mailed, or emailed with voting provided in person, by email or by proxy.

2.3 Special Meetings. The Association, by and through the Board, shall provide notice, hold and conduct a special meeting of its Members (1) on call of the President or two or a majority of the Board, or (2) if the Association receives one or more written demands for the meeting that state the purpose or purposes for which the meeting is to be held, and are signed and dated by Members in good standing holding at least 1/3 of the voting rights of the Association.

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

2.5 Voting. Each Owner or group of Owners shall have one (1) vote in matters of the Association for each Lot owned.

2.6 Proxies and Absentee Ballots; Electronic Voting and Submissions Allowed. A vote may be cast in person (i.e. raise of hand or in writing), by proxy or by absentee ballot. Votes,

proxies, and ballots may be submitted to the Association through electronic means, mail, or hand delivery. Electronic voting and electronic signatures are allowed and accepted. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the Secretary in accordance with procedures adopted by resolution of the Board. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation by that Owner prior to the voting to the person presiding over a meeting of the Association, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Lot.

2.7 Quorum of Owners.

(a) At any meeting of the Association, those Members of the Association who are in attendance in person, proxy, or written ballot (except when a higher quorum is required by the Governing Documents) shall constitute a quorum.

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

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

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

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

2.11 Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association causes to be delivered a written ballot to every Member entitled to vote on the matter not less than fifteen (15) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of

approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter, other than election of Board of Directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Board members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of Members and may be described as such in any document. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return identification envelope to be signed by the Owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

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

2.13 Fiduciaries and Joint Owners. An executor, administrator, guardian, or trustee may vote in person, by proxy or written ballot, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the Secretary that he or she is the executor, administrator, guardian, or trustee holding the Lot in such capacity. Whenever any Lot is owned by two or more persons jointly, according to the records of the Association, the vote of the Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of a protest, no one co-Owner shall be entitled to vote without the approval of all co-Owners. In the event of disagreement among the co-Owners, the vote of the Lot shall be disregarded completely in determining the proportion of votes given with respect to the matter.

### **ARTICLE 3 – BOARD OF DIRECTORS – SELECTION, TERM OF OFFICE**

#### **3.1 Number, Term and Qualifications.**

(a) The affairs of the Association shall be governed by a Board of Directors composed of (5) five Board members.

(b) Members of the Board shall serve for a term of two (2) years. The terms are

staggered so all Board members are never elected in the same year, but shall have three (3) members elected in one year and two (2) members elected the subsequent year. If the Directors' terms become non-staggered (i.e.: after removal of the entire Board or change in the number of Directors), the initial term (1 year or 2 years) of each member of the Board shall be decided by a vote of the new elected Directors at their organization meeting so that the terms are staggered.

(c) All Board members must be an Owner or executor of a Lot, except that only one Owner of any Lot may be represented on the Board at a time. A representative of an entity which owns a Lot, and only one such representative, may serve on the Board, such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a trustee or beneficiary of a trust, or a personal representative of an estate, may serve on the Board if the corporation, LLC, partnership, trust or estate owns a Lot.

(d) The Association may, through the Governing Documents or the Board's internal procedures, disqualify an individual from serving as a director because the individual has been convicted of a felony, is a registered sex offender, or refused to provide the necessary information for the Association to comply with the reporting requirements of any governmental statute (such as the federal Corporate Transparency Act).

3.2 Election. Elections shall be held at the annual meeting by secret ballot. At the election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.3 Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term by vote of a majority of the remaining Board members even though they may constitute less than a quorum. Each person so elected shall be a Board member until a successor is elected upon expiration of the term for which the person was elected by the other Board members to serve.

#### 3.4 Removal of Board Members.

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

(b) The Board may declare the office of a member of the Board to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board or from more than twenty-five percent (25%) of the regular meetings held in any twelve (12) month period, or, within twenty-four (24) hours of a request to take action without a meeting, more than twice in any six (6) month period fails to respond in writing by (1) voting for the action, (2) voting against the action, or (3) abstaining from voting and waiving the right to demand that action not be taken without a meeting. The vacancy shall be filled as provided in Section 3.3 above.

3.5 Compensation. No Board member shall receive compensation, excluding an annual Board dinner, for any service he or she may render to the Association as a Board member.

However, any Board member may be reimbursed for actual expenses incurred in the performance of his or her duties.

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

#### ARTICLE 4 - MEETINGS OF THE BOARD OF DIRECTORS

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

4.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Board members, after not less than two (2) days' notice to each Board member by mail, electronic mail, telephone, or facsimile. Unless waived pursuant to 4.6 below, the notice must state the time, place, and purpose of the meeting. Any action taken at such meeting should be reviewed at the next regularly scheduled meeting of the Board.

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

#### 4.4 Open Meetings; Executive Sessions.

(a) Open Meetings. Except as provided herein and by Utah Code § 57-8a-226, all meetings of the Board shall be open to Lot Owners. At each meeting, the Board shall provide each Owner a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. Beyond such comment period, no Owner shall have a right to participate in the Board meeting unless the Owner is also a member of the Board. The President or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

(b) Executive Sessions. Consistent with Utah Code § 57-8a-226, in the discretion of the Board, the Board may close a Board meeting and adjourn to executive session to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.



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

4.5 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board may be conducted by means of electronic communication that allows all members of the Board participating to be able to communicate orally in real time. Emergency Board meetings under this section do not require notice to Members but any decision shall be contained in the minutes. If Board meetings are held by telephonic or electronic communication, then a method by which Owners can participate and listen in real time must be provided.

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

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

## **ARTICLE 5 - POWERS, RIGHTS, AND DUTIES OF THE BOARD**

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

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

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

take such steps and necessary actions as a reasonable, prudent person would do to serve the best interest of the Association.

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

#### 5.4 Conflicts of Interest.

(a) A conflict of interest or conflicting interest transaction includes a contract, transaction, or other financial relationship between the Association and: (1) a Board member; (2) a party related to a Board member; or (3) an entity in which a Board member is a director or officer or has a financial interest.

(b) A Board member shall avoid conflicts of interest or conflicting interest transactions, unless: (1) the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board, (2) the Board in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Board members (even if the disinterested Board members are less than a quorum), and (3) the conflicting interest transaction is fair as to the Association.

5.5 Professional Manager. The Board may hire a professional manager to manage all of the business, property and affairs of the Project and shall determine a reasonable fee or compensation for such services. The professional manager selected shall serve for the period of time designated by the Board and the Board shall have the right to change managers from time to time as it deems necessary.

### ARTICLE 6 - OFFICERS AND THEIR DUTIES

#### 6.1 Designation and Qualification.

(a) Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Board may designate the office of assistant Treasurer and assistant Secretary and the Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

(b) Qualifications. The principal officers must be Board members (and shall cease to be an officer upon ceasing to be on the Board). Any Board member may be an officer of the Association.

(c) Multiple Offices. A person may simultaneously hold more than one office.

(d) Special Appointments. The Board of Directors 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.

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

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

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

6.5 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and by the Board, to the extent not inconsistent with these Bylaws or the Declaration. The Board may delegate any powers or duties of officers to other persons or agents as the Board deems necessary or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association in accordance with the amendment provisions of the Declaration. The general duties of the officers are as follows:

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

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

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

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities not otherwise held by a Managing Agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the



Association. The Treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by resolution of the Board.

#### **ARTICLE 7 - INDEMNIFICATION OF OFFICERS AND COMMITTEE MEMBERS**

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

#### **ARTICLE 8 - RECORDS AND AUDITS**

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

#### **ARTICLE 9 - AMENDMENTS**

Approval of a majority of the Members voting is required for approval of any amendment to these Bylaws. An amendment shall not be effective until certified by the President of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Davis County Recorder's Office.

#### **ARTICLE 10 - MISCELLANEOUS**

##### **10.1 Notices.**

(a) Association. All notices to the Association or the Board shall be sent care of the Managing Agent or, if there is no Managing Agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

(b) Owners.

(1) To maximize communication to Members and minimize costs to the Association, Owners and their managers, if any, shall provide for daily communication as needed by providing current phone/cell numbers, text and email addresses. Failure to provide contact information will result in notices being sent to Owner's property address or other provided mailing address, and costs charged to the Owner.

(2) Notice by Electronic Means. In any circumstance where notice is required to be given to the Members, the Association may provide notice by electronic means, including text message or email, if the Board deems the notice to be fair and reasonable. A Member may require the Association, by written demand, to provide notice to the Member by mail. The Board

is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring Members to furnish the Association with a current email address or mailing address. Costs for additional demanded physical printed copies may be charged to the Owner requesting it at a cost per page of that at the nearest copy center.

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

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

10.2 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Member if the Board does so in good faith and has no reason to believe it is not the act of the Member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. Pursuant to Utah Code § 46-4-201, a signature may not be denied legal effect or enforceability solely because it is in electronic form (i.e. an electronic signature). A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

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

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

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

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 14 day of June, 2024.

**WESTWOOD MOBILE  
HOMEOWNERS ASSOCIATION**

By: Charlene P. Tschaggery  
President