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ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: HALLS JERRY

**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(including Bylaws)**

**"COBBLESTONE"  
Wasatch County, Utah**

**RECITALS**

The Cobblestone Home Owners Association ("Association") desires to create and impose covenants, conditions, and restrictions affecting the real property described herein in order to develop a residential subdivision of distinctive and consistent character and to provide means by which such character may be safeguarded and protected.

This Amended and Restated Declaration of Covenants Conditions and Restrictions ("Declaration"), with the accompanying Bylaws ("Bylaws") are made on the date evidenced below by the Cobblestone Home Owners Association, whose address is reflected on the records of the State of Utah.

This Declaration amends, supersedes and restates in its entirety the Declaration previously recorded as Entry No. 387877, dated March 19, 2013, and the Bylaws previously recorded as 336856, dated June 10, 2008, in the records of Wasatch County Recorder, and any prior versions thereof.

The purpose of this Declaration (and the attached Bylaws) is to include community approved amendments to both the Declaration and Bylaws to better administer the affairs of the Association and to protect the interests of the membership.

This Declaration, and the rights, obligations, duties and encumbrances there under, shall apply to the following described real property (hereinafter "the Property" or "the Development") and the owners thereof, situated in Wasatch County, Utah, and more particularly described in the attached **Exhibit A**.

Amended and Restated Bylaws are attached as **Exhibit B**.

Both the Declaration and Bylaws received the necessary number of member votes to effectuate the changes to each document, as contained herein.

**ARTICLE I.  
BINDING EFFECT OF DECLARATION**

**A. Binding Effect.**

1. Cobblestone Home Owners Association, as Declarant, hereby declares that the Property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the covenants, conditions and restrictions set forth herein.
2. These covenants, conditions and restrictions shall run with the land and shall be binding on the Declarant, on the purchasers of Lots and Property in the Development, and on their heirs, successors and assigns.
3. These covenants, conditions and restrictions shall be for the benefit of and shall be enforceable by, and among, the Declarant and its successors, assigns, and grantees, who are or become Owners of Lots or Property in the Development.
4. These covenants, conditions and restrictions are: (a) declared and created for the direct and mutual and reciprocal benefit of each and every Lot in the Development, and (b) are mutual and equitable servitudes upon each of these Lots in favor of each other Lot in the Development and all of the property therein.
5. Declarant hereby grants, declares and creates reciprocal rights and obligations between the respective Owners of Lots in the Development and declares it one of the purposes of this Declaration to establish privity of contract and estate between the respective Owners of the Lots, their heirs, successors and assigns.
6. A person acquiring a Lot, property and/or interests therein shall, by their acquisition of such interests subsequent to the recordation of this Declaration, be deemed to have given their consent to and agreed to be bound by this Declaration and the covenants, conditions, and restrictions hereunder, including the obligation to pay the assessments and other charges imposed hereunder. In addition, but without limiting the foregoing, a person who records any document creating, conveying, describing, encumbering, or reflecting such interest shall be deemed to have irrevocably and perpetually agreed and consented to be bound by the covenants, conditions, and restrictions of this Declaration.
7. In the case of a conflict between this Declaration and the Development Agreement, the Development Agreement shall control.

**B. Declarant's Amendments, Withdrawals and Exemptions.**

1. Nothing in this Declaration is intended nor should be interpreted as requiring the Declarant to obtain approval for construction of any Structure or Improvement that the Declarant is required to provide under the Development Agreement. Neither

this Declaration nor the conditions, covenants, and restrictions contained herein apply to Structure or Improvements that the Declarant is required to provide under the Development Agreement.

2. The Developer may withdraw from this Declaration any property within a Phase in which no Lots have been sold.

## ARTICLE II. DEFINITIONS

The following definitions shall apply to this Declaration:

1. "**Association**" means the Cobblestone Community Homeowner's Association Incorporated, a Utah nonprofit corporation.
2. "**Association Expenses**" means the Association's expenses arising out of or connected with the Association's operation and with the maintenance and operation of the Common Areas and Common Facilities. Such expenses may include, without limitation, the following: (a) management expenses, (b) taxes, (c) assessments, (d) insurance premiums, (e) maintenance and repair costs, (t) employee wages, (g) utility expenses, (h) legal and accounting fees, (i) any deficit remaining from a previous period, (j) funds for a contingency reserve, (k) funds for reserve for maintenance, repairs and replacement of the Common Areas and Common Facilities, and (l) any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under this Declaration or the Association's Articles of Incorporation or Bylaws. Association Expenses shall not include and the Association shall not expend money on: (1) donations to charities, nonprofits or other organizations, or (2) expenses for entertainment or parties of the membership.
3. "**Common Area**" means the real property in the Development for common use by the Owners, and described as Open Space Common Area on the subdivision plat recorded with the Wasatch County Recorder.
4. "**Common Facilities**" shall mean all furniture, furnishings, equipment, facilities, and other property (real, personal, or mixed) and interests therein at any time leased, acquired, owned or held by the Association for the use and benefit of the Owners. Common Facilities shall be deemed to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration. Common Facilities include the Recreational and other facilities described in Section 3. 1 (b)(7) of the Development Agreement, and the facilities listed on the subdivision plat sheet 1, paragraph 31.
5. "**Committee**" means the Architectural and Building Committee created in Article III of this Declaration.

6. "**Covenants, conditions, and restrictions**" means the covenants, conditions and restrictions found in this Declaration.
7. "**Declarant**" or "**Developer**" means the Cobblestone Development, L.L.C.
8. "**Development**" means certain Lots, Common Area, Common Facilities, infrastructure and real property which Wasatch County has approved as a planned residential development consisting of 127 Equivalent Residential Units and which is more particularly described in Exhibit A.
9. "**Development Agreement**" means the Development Agreement and exhibits recorded at the Wasatch County Recorder at Book 600, page 704-41.
10. "**Improvement**" shall have the meaning provided in Article IV.
11. "**Lot**" means a lot in the Development as reflected on the subdivision plat recorded with the Wasatch County Recorder and in a Phase in which one or more lots have been sold.
12. "**Lots in all Phases**" shall mean lots included in the Development Agreement whether or not the County has authorized construction within the Phase and whether or not lots have been sold in the Phase. It does not include any portion of the Properties that the Developer withdraws from the Development pursuant to Article I of the Declaration.
13. "**Submission**" shall mean documents submitted to the Committee and described in Article IV B&C.
14. "**Plans and Specifications**" shall mean the plans and specifications for a Structure or Improvement submitted by an Owner to the Committee and/or approved by the Committee.
15. "**Owner**" means the record title owner of a Lot as reflected in the records of the Wasatch County Recorder.
16. "**Structure**" shall have the meaning provided in Article IV.

**ARTICLE III.  
ARCHTECTURAL AND BUILDING COMMITTEE**

A. **Architectural and Building Committee.**

1. **Creation of Committee.** Declarant hereby establishes an Architectural and Building Committee [hereinafter "the Committee"] to review plans and specifications pursuant

to the provisions of this Declaration and empowered to enforce the covenants, conditions and restrictions set forth herein. The Initial Committee shall be composed of:

Mike Petersen, chair, P.O. Box 186, Heber City, Utah 84032.  
Michael Pangia  
Josee Petersen

The Initial Committee shall serve until the Association is created. Once created, the Association's Board or its designee shall serve as the Committee and shall assume the Committee's authority and responsibility.

2. **Declarant's Selection of Committee Members.** This Declaration gives the Declarant the exclusive authority to select the Initial Committee and to select the Association's Board which may replace the Initial Committee. A Committee Member is not disqualified from reviewing or approving the Declarant's Submission for a proposed Structure or Improvement, because the Committee Member was selected by the Declarant or is an officer, manager, member, employee, or agent of the Declarant.
3. **Compensation.** Unless approved in advance in writing by the Association's Board, the members of the Committee shall not be paid any fee or compensation for services on the Committee.
4. **Committee Vacancies.** A majority of the Committee shall be responsible for replacing any vacancies on the Committee. In the event that the Committee fails to appoint successors within three months of a vacancy, the vacancy (or vacancies) shall be filled by a vote of the Owners, with each Owner entitled to one vote for each Lot owned.
5. **Committee Bylaws.** The Committee shall adopt Bylaws, not inconsistent with this Declaration, that will govern its operations, including its review of Plans and Specifications as provided in Article IV.

B. **Professional Services.**

The Committee may, in its sole discretion, retain a licensed architect, engineer, or attorney to render advice on Submissions and other matters before the Committee. The cost of retaining the architect, engineer, or attorney shall be paid by the Owner who submits the Plans and Specifications for review.

C. **Meaning of Committee's Approval.**

1. The Committee's approval of a proposed Structure/Improvement, Plans or Specifications is only the Committee's determination that the proposed Structure/Improvement, Plans and Specifications comply with Articles IV & V of this Declaration.

2. The Committee is not acting as architect, engineer, or attorney for the Owner.
3. The Committee's approval does not mean: (a) that the proposed Structure/Improvement, Plans, and Specifications meet building codes or are otherwise feasible or safe, (b) that the materials or design is adequate or safe, (c) that Owner will be satisfied with the building, or (d) that the Structure/Improvement, Plans and Specifications will be approved by Wasatch County, its building inspector or zoning administrator or other governmental officials charged with the responsibility of enforcing zoning or safety laws.

D. **Declarant, Association, Committee, and Committee Members Not Liable for Approvals and Disapprovals.**

The Declarant, the Association, the Committee and/or the Committee Members shall not be liable to anyone including any Owner for their action or inaction on or for their review, approval, or disapproval of any Structure/Improvement, Plans, Specifications or Submission. Without limiting the foregoing, the Declarant, the Association, the Committee and/or the Committee Members are not liable for any damages arising out of their actions, inactions, approval or disapproval of any Structure/Improvement, Plans, Specifications or Submission submitted to the Committee for review, and not liable for errors or omissions in the design or construction of the proposed Structure/Improvement.

E. **Declarant's and Owner's Right to Enforce.**

In addition to and without limiting the other rights provided by this Declaration, Declarant and/or an Owner have the right to enforce the Declaration's Architectural Restrictions and Design Criteria, against any other Owner. The Declarant or Owner may sue to enforce these provisions even if the Committee approves the Structure/Improvements. Committee review of a Structure/Improvement, Plans or Specifications is not a condition precedent to Declarant's or Owner's right to enforce this Declaration.

**ARTICLE IV.  
ARCHITECTURAL REVIEW**

A. **Prohibition Against Building Without Committee Approval.**

1. Except as provided in Article IV. A. 2., no residence, garage or outbuilding [hereinafter "Structure"], and no solar panels, signs, fence, retaining wall, swimming pool, tennis court, kennel or other improvement [hereinafter "Improvement"] shall be constructed, added, erected, placed or maintained upon any Lot or property in the Development nor shall there be any changes made to the exterior of such Structures or Improvements by way of alteration or adding thereto, unless prior to the commencement of any construction, excavation or other work, the Committee approves the Structure or Improvement as provided in this Declaration.

2. The Declarant, its successors or assigns, shall not be required to obtain Committee approval for construction of any Structure or Improvement that the Declarant is required to provide under the Development Agreement.

**B. Submission of Plans.**

1. An Owner requesting approval of construction of a proposed Structure or Improvement shall submit the Plans, Specifications, and Acknowledgment described in Article IV.C. to the Chair of the Initial Committee at the address shown above, or, after creation of the Association, to the Registered Agent of the Association.
2. The Committee shall require that the submitted Plans and Specifications be prepared and stamped by a licensed architect or engineer.

**C. Contents of Submission.**

**1. Plans & Specifications.**

Plans and Specifications submitted to the Committee shall contain sufficient information to demonstrate that the Structure or Improvement complies with this Declaration and the Development Agreement and shall include:

- a. Front, side and rear elevations,
- b. floor plans for each floor and basement,
- c. finish floor elevations,
- d. a description of the exterior finish,
- e. a plot plan containing the following: the location, orientation of the proposed Structure or Improvement with reference to the streets and lot lines, including setbacks (showing actual dimensions to property lines), roofs, decks, porches, gazebos, walkways and driveways and a general landscaping plan indicating the location of trees, yard lights and other details,
- f. designation of the construction starting date and completion date,
- g. landscaping plans for the park strip in the front yard, consisting of at least 2 trees, of which the trunk caliper shall be a minimum of 2 inches and complying with the requirements of Section 3.1 (b)(13) of the Development Agreement, and
- h. a place or places for the Committee Chair to execute if the plans are approved.

2. **Acknowledgment by Owner.** On a form approved by the Committee, the Owner shall execute and submit with the Plans and Specifications an acknowledgment agreeing and warranting:
  - a. that he has read this Declaration, and that the Plans and Specifications comply with the Declaration's Architectural Restrictions and Design Criteria in Article V,
  - b. that the completed Structure or Improvement will comply with the Plans, Specifications, and Declaration,
  - c. that he will pay the Committee's costs of reviewing the Plans and Specifications, and
  - d. that, in addition to any other remedy that they may have, he will pay any costs incurred by the Declarant, Association, Committee, or other Owners as a result of failure to build in accordance with this Declaration, the Plans and Specifications, including court costs and attorney's fees incurred by the Declarant, Association, Committee, or other Owners in enforcing this Declaration.

D. **Committee's Review and Decision.**

1. **The Committee shall review the Plans and Specifications to determine whether, in the opinion of the Committee, the proposed Structure or Improvement:**
  - a. complies with the requirements of the Development Agreement, local ordinances, and the Declaration including the Architectural Restrictions and Design Criteria,
  - b. promotes a desirable and attractive residential community,
  - c. harmonizes the community with the natural beauty of the surrounding area, and protects the visual pattern of the community, and harmony in the visual relationships between buildings to preserve the natural beauty of the surrounding area,
  - d. provides specific minimum requirements for housing construction to help achieve these goals,
  - e. protects and enhances property value of all lots and homes in the Development, and
  - f. establishes and maintains a clean, orderly, friendly and pleasant residential atmosphere for all Owners.



2. **In considering the foregoing, the Committee will be guided by the following principles:**

- a. Proposed Structures and Improvements should be consistent with the architectural style, exterior, size and features of the existing structures in the Development in size, scale and design.
- b. The use of unusual shapes, colors and other characteristics which cause new buildings to call excessive attention to themselves shall be avoided.

3. **Committee's Decision.**

- a. Subject to the notice, quorum, and other procedural requirements of its Bylaws, the Committee shall, in writing, approve or reject the proposed Structure or Improvement. The Committee shall notify the Owner in writing of its decision, and shall, at Owner's expense, maintain copies of all Plans, Specifications, or other documents submitted as part of the approval process.
- b. If no action is taken by the Committee within forty-five (45) days from the date of the Committee's receipt of the complete Submission required by Article IV. C., then the Plans and Specifications are deemed approved and the Owner may proceed without further action to construct the Structure or Improvement in conformity with this Declaration and the submitted Plans and Specifications.
- c. An approval under Article N. D. 2. a and b is valid for six months from the date of approval. If construction has not started within six months from the date of approval, the approval is terminated and a new Submission must be submitted for approval.
- d. If not approved, the Owner is prohibited from commencing construction until the Plans and Specifications are modified, re-submitted, and approved by the Committee.

E. **Owner's Responsibilities Following Committee Approval.**

1. If the Committee approves the Structure or Improvement, the Owner shall provide the Committee with a copy of the Plans and Specifications as approved and shall submit to Wasatch County for a building permit exact duplicates of the approved Plans and Specifications executed by the Committee Chair. Construction may commence upon obtaining the requisite building permits from Wasatch County demonstrating compliance with applicable ordinances.
2. Once Plans and Specifications have been approved (or deemed approved) and written notice of approval has been given, all changes, additions or deletions from the approved Plans and Specifications must also be submitted to the Committee for

review and approval, including any design changes that occur during the construction process.

3. The Owner warrants and guarantees that the Owner's licensed professionals and contractors will construct the improvements in conformity with the approved Plans and Specifications, and within the approved time frame.

F. **Construction in Violation of Declaration.**

If an Owner or any person engages in construction of a Structure or Improvement in violation of the Declarations or without obtaining Committee approval, the Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Declaration. Without limiting the foregoing, the Declarant, the Association or any Owner may seek to stop construction or to obtain removal of any Structure or Improvement which does not conform to the approved Plans and Specifications, or which was not approved by the Committee.

**ARTICLE V.  
ARCHITECTURAL RESTRICTIONS & DESIGN CRITERIA**

1. **Buildings Restricted to Single-family Residence, Garages and Outbuildings.** Each Lot shall contain a private, detached, single-family residence. Appropriate outbuildings not intended for human habitation may, with Committee approval, be located upon the Lot. No other Structure or Improvement shall be erected, altered, placed upon or permitted to remain on any Lot, nor shall any dwelling be erected on any Lot for use other than as a private residence.
2. **Residence design.** Single-family dwelling structures shall consist of 1,500 square feet of floor area on the main floor; two-story residences shall have not less than 1,000 square feet on the main floor with a minimum of 500 square feet on the second level; multi-level residences shall have a minimum "footprint" size, at grade level, of 1,800 square feet.
3. **Roofs.** No Structure or Improvement shall be more than thirty-five (35) feet in height, measured from the average natural grade. Roof slopes for residences shall be a minimum of 6/12 and a maximum of 12/12 in pitch. The following roof shapes are not permitted: mansard, fake mansard, gambrel, joined shed roof or domed roof. The following materials are approved for roofs: tile, slate, cedar shake, cedar shingles, wood shingles or architectural grade asphalt shingles having at least a 25-year guarantee.
4. **Exterior materials.** The exterior surface of all structures must include any of the following: wood, stone, stucco and/or brick. All structures shall have a minimum of 30% stone, rock or brick on any exterior wall that fronts a street. On corner lots, the

two street fronting areas must use 30% stone or rock. Any other proposed building materials must be approved by the Committee, which can reject any other building material, in its discretion, for any reason. No vinyl or aluminum siding will be allowed.

5. **Code requirements.** Every residence shall conform to the Utah Uniform Building Code.
6. **No oil or L.P. gas tanks.** The primary heat source for all structures and improvements shall be solar, natural gas delivered by pipeline or electric heat Except for temporary periods during construction of the structure, no heating oil, propane, butane, or other bulk fuel storage may be installed or utilized on the property.
7. **Garage design.** Each residence in the Development shall have an attached garage of no less than two bays. Each bay shall have minimum dimensions of 10 feet by 20 feet.
8. **Driveways.** Each garage shall be serviced by a driveway, constructed of concrete, and placed on properly compacted earth, of sufficient width to park two vehicles side-by side. No dirt or gravel driveways or parking pads will be permitted. The driveway shall be completed prior to occupancy of the residence. The Owner shall be responsible for maintaining the driveway in reasonable repair. The driveway shall be constructed of sufficiently thick material to resist cracking and shall be installed in a manner to resist spalling and flaking in the driveway surface.
9. **Carports.** Carports are prohibited.
10. **Landscaping.** As required by Article IV.C., landscaping plans shall be submitted to the Committee with the Plans and Specifications for the residence. Landscaping shall be completed within one hundred eighty (180) days of occupancy (weather permitted). The Owner shall provide one 2 inch caliper tree (or other size approved by the HOA Board) every 50 feet in the park strip in front of and on the side of the property is corner lot. The trees shall be planted within 180 days of occupancy and shall be the same species for the entire street that the lot is located on, as follows:

Cobblestone Drive	Patmore Ash, Purple Ash, or State Street Maple
Fieldstone Lane and Circle	Sensation Box Elder
Gravestone Lane	Redmond Linden
Red Rock Circle	Patmore Ash, Purple Ash, or State Street Maple
Ledgestone Lane	Emerald Queen Maple
Shadow Rock Circle	Redmond Linden
Keystone Court	Autumn Blaze Maple
Cornerstone Lane	Autumn Blaze Maple

The following standards are hereby required to maintain the aesthetic appeal of the Development and to help ensure the proper tree type is installed/replaced regardless of whether the tree is newly planted or an established tree.

The trees required herein shall be planted and maintained in the park strip areas in front of a Lot and on the side park strip areas if a corner Lot by the Owner of the Lot.

Trees that are dead or so injured or damaged as to render them unsightly as determined by the Board, must be removed and replaced at the cost of the Lot Owner. An unsightly tree shall be replaced with at least a 2 inch caliper tree within 30 days after the Association notifies the Owner in writing that the tree must be replaced. However, in order to maintain uniformity, quality and specific type of tree planted, the required 2 inch caliper tree must be of the type that has a minimum rootball diameter of twenty-four (24) inches if contained in a burlap (or similar material) or a minimum gallon size of twenty (20) gallons if in a container. Other caliper trees that do not meet this standard do not satisfy this requirement.

All provisions in this Declaration regarding trees and landscaping on Lots may be modified from time to time by Association rules or design guidelines without amendment to this Declaration.

11. **Satellite dishes and solar panels.** Any satellite dishes larger than 3 feet in diameter must be located and screened in a manner approved in advance by the Committee so that they are not directly visible from any adjoining Lot at ground level. Solar panels will be permitted only with the consent of the Committee and if permitted at all, must lie flat against the roof or other surface and may not differ in pitch or color from the roof or other surface on which they are mounted.
12. **Setbacks.** Owners shall comply with the setbacks as approved by the County.
13. **Fencing.** Subject to the Committee's approval of a specific fence color, material type and location, the following shall govern fences within the Development:
  - a. All fencing material shall be Trex, vinyl, wrought iron, or approved concrete material. Fencing shall be uniform and will conform with the County fence requirements.
  - b. Any fence that borders the Common Areas shall be of open design if over 4 feet high and compatible with other fences bordering the Common Area. Solid sight obscuring fencing shall not be allowed on the borders of the Common Areas (except along 1200 South) so that the Common Area may be visible to help eliminate any security concerns. Any owner may add mesh (to contain dogs) on the interior side. Any Owner may install privacy fencing on the borders of the Common Areas, so long as it is at least 25 feet from back of property that is adjoining the Common Areas. Side yard fencing can be privacy type up to the

Common Area border. No fencing allowed across the front yard or along any sidewalk. Fencing alongside property lines are permitted and shall not exceed three feet in height from the sidewalk to the front house corner.

As applied to any fence constructed or reconstructed after the date of the recording of this amendment, "Open design" is defined such that for any one foot section of fence, whether at the top, middle, or bottom of the fence, at least 50% of the surface area shall be open. No fence shall exceed six feet in height measured from the highest adjacent grade parallel to the fence to the highest point of the fence or any gate.

- c. No chain-link fencing allowed.
- 14. **Excavation**. No excavation for stone, gravel or earth shall be made on any Lot or property within the Development, unless such excavation is made in connection with the erection of a Structure or Improvement thereon and then only after Committee approval is first obtained.
- 15. **Signs**. No signs, billboards or advertising Structures shall be displayed on any of the Lots or property except for the name and address of the resident upon a mailbox. Temporary signs not exceeding 18 inches by 24 inches may be permitted to advertise the fact that a Lot or residence is for sale or as campaign or election issue signs during campaigns for government office or prior to votes on election issues. Such signs shall be removed after the sale of the property and immediately after the end of the election or vote. The Declarant may place a sign of unlimited size at one or more entrances to the Development, temporarily for sale or permanently identifying the Development. Small security signs may be displayed in front yard area.
- 16. **Mailboxes**. All mailboxes will be clustered and provided by the U.S. Postal Service.
- 17. **Solar Panels**. Consistent with requirements of Article IV, Architectural Review, the discretion to approve or disapprove solar panels resides solely in the discretion of the Board. Factors to be taken into consideration, amongst others, are the aesthetics in the Development, the continuity of the desired aesthetic theme and the placement, size and type of the solar panel.

## ARTICLE VI. CONSTRUCTION

### A. **Diligence**.

When the construction of any Structure or Improvement is begun, the work thereon must be prosecuted diligently and it must be completed within the time period prescribed by the Committee at the time approval is granted not to exceed six months, except that the initial construction of a residence on a Lot must be completed within 1 year of commencement. Consistent with Article IV.A.1, any Lot Owner with a residence currently existing at the

time this amendment shall continue to be obligated to follow all requirements of IV.A.1 with respect to desired, yet not constructed, Improvements (fences, sheds, etc.).

**B. Rules Governing Construction Practices.**

During construction of a home, the Owner shall comply and shall ensure that Owner's builder complies with the following:

1. **Construction Vehicles.** To the maximum extent possible, construction-related autos, trucks and equipment shall be parked in an orderly manner on the construction site. Vehicles and equipment parked on the street for construction purposes must be confined to the same side of the street as the Lot where construction is taking place. Vehicles must not be parked in front of an existing home and under no circumstances may they be parked on the street overnight. Vehicles parked on the street for construction purposes must not impede, hinder or restrict the snow removal from the streets.
2. **Use of Roads and Bond.** The Owner and Owner's builder shall take all reasonable precautions to prevent damage to roads during construction, including without limitation, construction of a driveway from the road to the site of the residence. Mud, debris, gravel and similar materials deposited by construction or construction vehicles or equipment shall be cleaned from the roadways daily by the builder. If the Lot Owner or builder fails to comply with this provision, the Declarant or Association may clean the roads at the expense of the Lot Owner. The Owner shall be liable to Declarant for any damage to the roads, so long as Declarant has Ownership or is liable to Wasatch County for upkeep and repair to the roads. Unless a bond is required by Wasatch County for repairs, Owner shall pay a deposit of \$1,000 to Declarant or the Association to guarantee against damage to the roads during construction, which deposit shall be returned to Owner upon satisfactory inspection by the Declarant, the Association or their designated representative after completion of construction.
3. **Construction Noise.** Unnecessary noise on construction sites, such as the operation of radios and tape players at loud volume, at which under normal atmospheric conditions cognizable spoken words or musical notes can be recognized at the property line, are prohibited.

**ARTICLE VII.  
OWNER'S MAINTENANCE & USE OF LOT**

- A. **Maintenance.** All Lots and the Structures and Improvements on them, including landscaping, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his or her Lot, the Improvements or Structures to fall into disrepair.

- B. **Unsightliness**. No unsightliness is permitted on any Lot or property. Unsightliness shall include, without limitation, (1) the open storage of any building materials (except during the construction of any Structure or Improvement), construction equipment, motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading); (2) accumulation of lawn or tree clippings or trimmings; (3) accumulations of construction debris or waste, household refuse or garbage, except as stored in tight containers in an enclosure such as a garage; (4) accumulations of animal wastes; (5) lawn or garden furniture except during the season of use; and (6) the storage or accumulation of any other material, vehicle or equipment on the Lot in a manner that is visible to the public view.
- C. **Nuisances prohibited**. No noxious, offensive, illegal or immoral activity shall be carried on upon any Lot or property in the Development, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.
- D. **Vehicles and Garages**. Vehicles, including but not limited to mobile homes, motorcycles, snowmobiles, trailers, bicycles, boats, recreation vehicles, or automobiles, shall only be allowed to be parked within the Development, including on a Lot, for no more than a total of 72 hours in any given seven day period unless the same is either: (1) housed in an attached garage which completely covers and encloses the vehicle, (2) parked in a driveway of a Lot and is a vehicle used for regular, non-recreational use, properly licensed for use on the public roads for the State of Utah, or (3) is parked on a concrete pad that is enclosed with a six (6) foot high privacy fence.

Such a 72 hour time period shall begin upon the first instance of parking of the vehicle and shall expire 72 hours later regardless of whether the vehicle is parked continuously for 72 hours in total.

No construction, commercial or industrial type vehicle shall be stored or parked on any Lot or street in the Development except during the actual use for construction on a Lot, unless housed within the confines of an attached garage which completely covers and encloses said vehicle.

Garages are the primary parking location for vehicles. Consequently, a garage may not be used for personal storage to the extent it prohibits the parking of the number of vehicles for which it was designed to accommodate and garages must be used for parking and storing vehicles to its capacity. In the event that the vehicles owned or those that are currently being actively utilized by the Owner or resident do not fit inside the garage, due to their size (as opposed to not fitting in the garage because of personal storage items) special exceptions to this Sub-Section D may be made by duly adopted Board resolution, taking into consideration any such unique situations.

Parking any vehicle in a backyard is prohibited unless a parking pad has been approved by the Committee. "Backyard" means the yard area between the backyard exterior of a

Residence extending to the backyard property line.

All vehicles operated and parked within the Development shall display current licenses, permits and decals as required by Utah State law and local ordinances, whether parked inside or outside of garages. If vehicles are not currently registered or have expired license plates and not regularly used for transportation (as opposed to storing a vehicle), they are deemed inoperable and subject to fines, legal and equitable remedies under this Declaration, including towing as the situation may require.

Unless done inside a garage, no outside vehicle repairs are permitted to be performed within the Development except for emergency repairs (e.g., changing a flat tire) and shall be completed within 24 hours unless such time is extended by the Board, in writing. However, in no event shall the Board permit such repairs in the Development to exceed seventy-two (72) hours.

Any vehicle with a malfunction of an essential part required for the legal locomotion and operation of the vehicle upon public streets or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine(s), or other essential parts required for legal locomotion and operation of a vehicle upon public streets shall be deemed an inoperable vehicle.

Any vehicle believed to be inoperable and improperly parked is subject fines, legal and equitable remedies and is subject to towing.

In the event that recreational vehicles (which includes boats, trucks with campers) need additional time than as established above to park in the Development for loading and unloading purposes, such permission must be obtained by the Board, such permission not to be unreasonably withheld.

- E. **Street Parking.** Cobblestone is designed as a pedestrian oriented community. Parking on the streets within the Development by Owners or residents is prohibited. Parking overnight (defined as parking anytime between the hours of 2 a.m. and 5 a.m.) on the streets within the Development is prohibited.

Short term parking of seven days or less in the parking lot in front of the pavilion by a visitor shall be permitted by the Board (and may be extended as needed by the Board). Resident and Owner vehicles are prohibited from parking in front of the pavilion except for temporary, short-term parking, but only for using the common area amenities or similar purposes. No over-flow Owner or Resident parking is permitted in front of the pavilion. In addition, overnight parking in front of the pavilion by a Resident or Owner is prohibited unless prior written permission is obtained from the Board.

Additional parking rules and regulations may be adopted and published by the Board consistent with this Section E.

- F. **Animals.** No animals except household pets may be kept on the property. No more than



two dogs may be maintained on any lot. The Owner will comply with all federal, state and local laws governing the pets and animals. In addition, the Owner must have his dog on a leash at all times when the dog is not on the Owner's property.

- G. **Rentals**. The Owner shall only be permitted to rent his property as provided in this Article VII, G. The Owner may rent his property, pursuant to a written lease approved by the Homeowners Association, for a term of not less than one year. The tenant shall not be permitted to sublease or assign the lease. The Owner shall require the tenant to sign an agreement that is approved by the Homeowners Association and that contains tenants promise to comply with this Declaration. The Owner shall remain responsible for the tenant's compliance with the Declaration and for any violation of the Declaration's terms.

**ARTICLE VIII.  
THE HOME OWNERS ASSOCIATION  
(Membership, Organization, & Responsibilities)**

- A. The Declarant has incorporated or will incorporate a Utah non-profit corporation called the Cobblestone Community Home Owners' Association, Incorporated.
- B. **Membership**. Each Owner shall be entitled and required to be a member of the Association, and the Owner shall be entitled to one membership for each Lot owned. Membership shall begin immediately and automatically upon the person becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. Ownership of a Lot within the Development cannot be separated from membership in the Association. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held.
- C. **Board of Directors**. The Board of Directors shall be responsible for the operation and governance of the Association. The Declarant shall have the exclusive right to appoint and remove all Directors until 75% of the Lots in all Phases have been sold. After 75% of the Lots in all Phases have been sold, the Owners shall elect the Board of Directors as provided in the Association's Articles of Incorporation, Bylaws, and Utah Revised Nonprofit Corporation Act.
- D. **Votes**. The number of votes appurtenant to each Lot shall be one (1) which shall not be altered except by the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.
- E. **Miscellaneous Goods and Services**. The Association may obtain and pay for the services of such personnel for the proper operation of the Association and the operation and maintenance of the Common Areas and Common Facilities whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the

Association or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for water, sewer, garbage collection, electrical, gas and other necessary and desirable utility services for the Common Areas and Common Facilities.

- F. **Limitations of Contract.** Any contract for professional management or any contract providing for the services of the Owner, Developer, Sponsor or Builder of the Lots, shall have a term of no more than three years and shall be terminable by the Association at any time upon 90 days written notice. Any such contract shall be terminable by the Association without cause and without penalty.
- G. **Real and personal property.** The Association may acquire real, personal and mixed property of all kinds for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; provided that, after 75% of the Lots in all Phases have been sold, any acquisition or disposition of any real, personal or mixed property that has a value exceeding \$5,000 must be approved by vote of at least 51 % of the votes of the Owners present in person or through proxy at a meeting duly called for that purpose.
- H. **Rules and Regulations.**
1. The Association may make reasonable rules and regulations governing the use of the Lots, the Common Areas, Common Facilities and all parts of the Development, which rules and regulations shall be consistent with the rights and duties established in this Declaration, the Bylaws and the Articles of Incorporation. These rules and regulations may include fines or penalties for violations as permitted by Utah law. All duly adopted rules and regulations shall be distributed to the Owners at their last known address. Notwithstanding the foregoing, the Board may publish the rules and regulations of the Association on the Association's website so long as it provides a physical copy to any Owner requesting a copy thereof. The Section expressly places Owners and residents on notice of potential rules and regulations, with related fines, which may only be published on the Association's website unless a copy thereof is requested in writing.
  2. The Association may take judicial action against any Owner or other person to enforce compliance with such rules and regulations, or to recover fines, penalties or damages for noncompliance therewith.
  3. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees.
- I. **Implied Rights.** The Association may exercise any right, power, privilege given to it expressly by this Declaration or by law, and every other right and privilege reasonably implied and necessary to fulfill the express purposes and intentions of this Declaration. Otherwise, the Board has no authority to act beyond the scope and intent of this Declaration.

- J. **Awarding Contracts, Hiring Employees.** The following may not receive compensation for any service or labor performed for the Association: (1) a board member; Lot Owner; resident of the Development, or any person related within 3 degrees of consanguinity to a Lot Owner or Board member; or (2) an entity in which a board member or Lot Owner: (i) is a director, officer, member, or manager, or (ii) has a financial interest.

The Board shall obtain three bids prior to commencing any Common Area maintenance, repair, replacement, or improvement project exceeding \$1,000.

K. **Conflicts of Interest of Board Members.**

1. As used in this section, "conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and:

- (a) a Board member;
- (b) a party related to a Board member; or
- (c) an entity in which a Board member:
  - (i) is a director, officer, manager or member; or
  - (ii) has a financial interest.

2. In any conflicting interest transaction, the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction shall be disclosed, if not already known, to the Board of Directors, and reflected in the meeting minutes. The Board may, in good faith, authorize, approve, or ratify the conflicting interest transaction by the affirmative vote of a majority of the disinterested Board members, even though the disinterested Board members are less than a quorum, if, all things considered, the conflicting interest transaction is fair as to the Association and all details of the transaction are listed in the meeting minutes (including amount of money to be expended and details of competing bids).

**ARTICLE IX.  
THE HOME OWNERS ASSOCIATION  
(Common Areas and Facilities)**

- A. From time to time, Declarant may, but is not obligated, to transfer to the Association property described in Section 3. 1 (b)(7) of the Development Agreement and designated as Common Areas for the purposes of this Declaration. This Common Area may be used by the Association as provided in this Declaration, the Development Agreement, the

County Current Approvals (as defined in the Development Agreement) and the recorded Plat. In addition, from time to time, Declarant will transfer to the Association various improvements described in Section 3.1(b)(7) of the Development Agreement and designated as Common Facilities for the purposes of this Declaration. In consideration for the transfer of the Common Areas and Common Facilities, the Association shall assume sole and complete responsibility for the operation and maintenance of the Common Areas and Common Facilities.

- B. The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in good, clean, attractive, safe and sanitary condition and repair. The Association shall be responsible for the maintenance, repair and replacement of the Common Areas and the Common Facilities.

**ARTICLE X.  
THE HOME OWNERS ASSOCIATION  
(Assessments)**

- A. **Agreement to Pay Assessments.** The Declarant for each Lot owned by it within the Development and for and as the owner of the Development and every part thereof, hereby covenants and each Owner of any Lot by the acceptance of instruments of conveyance and transfer shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association. Such assessments shall commence, at the beginning of the first fiscal year after the conveyance of the first Lot in a Phase and shall be fixed, established and collected from time to time as provided in this Article. The Declarant shall be liable for the amount of any assessments against Lots owned by it.
  - 1. **Reinvestment Fee Covenant.** There shall be a reinvestment fee covenant imposed upon the each transfer of a Lot within the Association (as may be negotiated between buyer and seller). The amount of the Reinvestment Fee Covenant is presently \$150.00 per closing but may be modified, to the extent permitted by Utah law, upon duly approved Board resolution which shall be published on the Association's website or otherwise distributed to the Owners in any manner authorized by law, and shall be in an amount that the Board deems reasonable for the Association. However, at each closing, the Association must be contacted to ensure that the Reinvestment Fee Covenant amount is current.
- B. **Timing of Assessments.** The Association shall not assess any Lot until 30 days after the Declarant transfers and the Association accepts title and maintenance responsibility for the Common Areas and Common Facilities in the Phase in which the Lot is located.
- C. **Annual Assessment.** Except for its first fiscal year, the Association, shall compute and assess Annual Assessments against each Lot in the Development as follows:

1. **Proposed Annual Budget and Assessment.** On or before November 1, the Board shall prepare and mail, by first class mail, to each Owner a proposed budget for the upcoming fiscal year. The proposed budget shall itemize the estimated Association Expenses for such fiscal year, anticipated receipts, the proposed Annual Assessment per Lot, and any deficit or surplus from prior operating periods. With the budget, the Board shall include a notice to the Owners providing the date, time and place of the Board meeting at which the final Annual Budget will be approved and stating that the approved Annual Budget will provide the basis for the Annual Assessment. The meeting on the budget shall be on or before December 15 of the fiscal year and no earlier than 14 days after the notice was mailed.
2. **Approval of Annual Budget and Assessment.** At the budget meeting, the Board shall adopt the Annual Budget and impose the Annual Assessment. In setting the Annual Assessment, the Board shall apportion the Association Expenses (less any surplus) on a per Lot basis.
3. **Notice and Payments.**
  - a. The Board shall notify, by first class mail, each Owner as to the amount of the Annual Assessment against his Lot on or before December 15th each year. The Annual Assessment shall be payable in 12 equal monthly installments due on the first day of each month, beginning January 1st. The Board's failure to give timely notice of any Annual Assessment shall not be treated as a release of any Owner from the obligation to pay the assessment, but the date the payment shall become due in such case shall be deferred to a date fifteen days after notice of such assessment shall have been given.
  - b. Any Assessment, including Special Assessment and Annual Assessment, or any installment of an Assessment, not paid within ten (10) days after the Assessment, or the installment of the Assessment, a late fee of \$25.00 shall be charged. Unless otherwise specifically designated in writing by an Owner, late payments received shall be applied chronologically to Owner's account beginning with the oldest delinquency.
  - c. Inadequate Funds. If, at any time, the funds periodically received from the Annual Assessment are inadequate, for whatever reason, to timely pay the Association Expenses, the Board may on behalf of the Association levy additional assessments in accordance with the procedure set forth in this Article X.D.
4. **Reserve Analysis.**

The Board shall conduct and review a reserve analysis in the manner and at the times required by Utah law.

D. **Special Assessments.**

1. In addition to the Annual Assessments and pursuant to this Article X.D., the Association may levy Special Assessments.
2. **Notice of Proposed Special Assessment.** Before levying a Special Assessment, the Board shall send by first class mail, to each Owner a notice informing the Owners of: (a) the amount of the Special Assessment per Lot, (b) of the reasons for the Special Assessment, and (c) the date, time and place of the Board meeting at which the Board will consider adoption of the Special Assessment. The meeting on the Special Assessment shall be no earlier than 14 days after the notice was mailed.
3. **Approval of Special Assessment.** On the date set for the Board meeting, the Board may adopt or reject the Special Assessment. If adopted, the Board shall state the reasons for the Special Assessment, shall state the date on which the assessment is due, and shall apportion the Special Assessment among the Owners on a per lot basis. No payment shall be due less than 15 days after such notice of the assessment is mailed.
4. **Limitation on Special Assessment.** The funds received from a Special Assessment shall be placed in a separate account and shall be used only for the reasons or purposes set forth by the Board. Any surplus amounts after payment for these reasons or purposes will be treated as surplus for the next fiscal year.
5. **Notice and Payments.**
  - a. The Board shall notify, by first class mail, each Owner as to the amount of the Special Assessment, the reasons for the Special Assessment, and the date on which the Special Assessment is due. The Board's failure to give timely notice of any Special Assessment shall not be treated as a release of any Owner from the obligation to pay the assessment, but the date the payment shall become due in such case shall be deferred to a date fifteen days after notice of such assessment shall have been given.
  - b. Failure to pay Special Assessments shall be subject to the same interest rates and late fees as Annual Assessments.

E. **Lien for Assessments.**

1. **Grant of Lien.** The Declarant for each Lot owned by it within the Development and for and as the owner of the Development and every part thereof, hereby grants and each Owner of any Lot by the acceptance of instruments of conveyance and transfer is deemed to grant the Association a lien to secure the Declarant's or Owner's payment of any Special or Annual Assessment plus penalties, interest and attorney's fees. No Owner may avoid or diminish this lien by waiver of the use and enjoyment

of any of the Common Areas or the amenities provided by the Association or by abandonment or transfer of his Lot.

2. **Notice of Lien.** This lien may, but need not, be evidenced by a written notice of lien recorded at the County Recorder's Office and setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. No notice of lien shall be recorded until there is a delinquency in payment of the assessment.
3. **Enforcement of Assessment Lien.** The Association may enforce the Assessment Lien by foreclosure in the manner provided for the foreclosure mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding including reasonable attorney's fees and such costs shall be secured by the lien being foreclosed. The Association may bid at the foreclosure sale.

F. **Assessment Personal Obligation of Owner.**

1. The amount of any Annual or Special Assessment shall be the personal obligation of the Owner of the Lot at the time of the Assessment. No Owner may avoid or diminish this personal obligation by waiver of the use and enjoyment of any of the Common Areas or the amenities provided by the Association or by abandonment or transfer of his Lot.
2. The Association may sue to recover on the personal obligation without first foreclosing or waiving the lien securing the same.
3. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the Owner shall pay the costs and expenses incurred by the Home Owners Association including reasonable attorney's fees.

G. **Statement of Account.**

1. Upon payment of a reasonable fee not to exceed \$10.00 and upon written request of any Owner, the Board shall issue a written statement setting forth the following: (a) the amount of any unpaid Annual or Special Assessment, (b) the amount of the current Annual and/or Special Assessment, and (c) the date or dates on which the Annual or Special Assessment or any installments are due.
2. Such statements shall be conclusive upon the Association in favor of persons who rely thereon in good faith. If the Association fails upon written request to issue such a written statement, any unpaid assessments with respect to such Lot which became due prior to receipt of the request shall become subordinate to a lien held by the person or entity requesting the statement.

H. **Fines.**

1. The Board may assess a fine for any violation of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations/Guidelines of the Association. Unpaid fines shall become a lien upon the applicable Lot as provided for under Utah law. If the law is silent with respect to fines and liens, then a fine shall become a lien upon compliance with this Section H. Unless otherwise provided for in this Declaration, the Board shall adopt hearing procedures if a fine is contested.
2. The Association, by and through the Board, shall have the authority to levy fines consistent with Utah law. Such fines shall be set forth in a schedule of fines indicating the behavior that is subject to a fine and the amount of the fine. Fines are applicable to any violation of this Declaration, the Bylaws, Rules and Regulations of the Association, the Articles of Incorporations and any Building, Landscape or Design Guidelines, as the case may be.

Notwithstanding the foregoing, any schedule of fines shall require a FIRST NOTICE of violation sent to the owner with a warning and cure period to correct the violation with a time period of no less than 48 hours but no more than one (1) week, as specified in the notice.

Upon receipt of a SECOND NOTICE, there shall be a fine levied of no less than fifty dollars (\$50). There is no additional cure period before the fine is levied. However, if expressly granted by the Board, the cure period may be extended for a period not to exceed one (1) week before a third notice is sent. However, any fine levied shall remain in force until paid.

If a THIRD NOTICE is required because of a failure to cure, there shall be a fine levied in an amount of no less than one hundred dollars (\$100). There is no additional cure period before this subsequent fine is levied. However, if expressly granted by the Board, an additional cure period may be extended for a period not to exceed an additional one (1) week prior to additional notices and fines being issued. However, all fines previously levied remain in force until paid.

Thereafter, any FOURTH NOTICE or SUBSEQUENT NOTICE for the same or similar violation shall result in a fine of no less than \$200 for each occurrence of the continuing violation. There is no additional cure period before such subsequent fines are levied. The Board has sole discretion to allow additional cure periods before subsequent notices are sent, as specified in the violation notice. However, all fines previously levied remain in force until paid.

As stated in the schedule of fines, however, fines may be adjusted by the Board from time to time, subject to the above minimum amounts, to an amount commensurate with the nature of the violation.



Notwithstanding the above, Owners with architectural violations outlined in Articles IV, V and VI of the Declaration may, in the discretion of the Board and based on the nature and extent of the violation and needed remedy, may be permitted a cure period of no longer than thirty (30) calendar days. Such permission for an extended cure period shall be obtained by the Owner in writing from the Board and/or its agent.

3. Before assessing a fine, the Board shall: (a) notify the Owner of the violation; and (b) inform the Owner that a fine will be imposed if the violation is not remedied within 48 hours or such longer time as the Board may allow.
4. Unpaid fines may be collected in the same manner as an unpaid assessment as set forth in this Declaration.
5. **Protests.**
  - a. An Owner who is assessed a fine may request an informal hearing before the Board to protest or dispute the fine by delivering a written protest to the Association's office, within 14 days from the date the fine is assessed. The Board may, but is not required to, consider untimely protests. The protest shall state with reasonable specificity the grounds on which the Owner challenges the fine.
  - b. The only issues that the Board may consider in considering protest are: (i) whether the Owner violated the Declaration, (ii) whether the Owner failed to timely correct the violation, and (iii) whether the amount of the fine was commensurate with the nature of the violation. The Owner shall have the burden of proof by a preponderance of the evidence on each of these issues.
  - c. The Board shall hear the protest within 15 days of receipt of the protest, at a regular or special meeting. The Board may extend the time for hearing the protest, but the fine shall not accrue during such additional time.
  - d. The Board shall send the owner notice of the meeting to hear the protest, not less than five business days before the meeting.
  - e. At the meeting, the Owner may be represented by an attorney or other representative and will be given an opportunity to present relevant information in the form of documents or testimony. Other Owners, who may be directly affected by the alleged violation or protest, may also be heard, may be represented by an attorney or other representative, and will be given an opportunity to present relevant information in the form of documents or testimony. The Association may also be represented by an attorney or other representative, and will be given an opportunity to present relevant information in the form of documents or testimony.
  - f. The Board shall exercise reasonable control over the mode and order of parties' presentation of information through documents and testimony. The Board may refuse to consider irrelevant or needlessly cumulative documents or testimony or

may direct that written submissions be made rather than oral testimony.

- g. Within five business days of adjournment of the meeting, the Board shall meet and issue a written decision on the protest stating its reasons for approving or rejecting the protest or for modifying the fine.

## **ARTICLE XI. ENFORCEMENT**

1. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.
2. The Association, on its own behalf or as representative of the Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.
3. Failure of the Declarant, the Association, or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so at a later date.
4. The prevailing party in any action in law or equity to enforce this Declaration shall be entitled to recovery their costs including attorney's fees

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

1. **Severability**. Invalidation of anyone of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
2. **Attorney's Fees**. The prevailing party in any action to enforce, in law or equity, the terms of this Declaration will be entitled to recover their attorneys fees and costs.
3. **Amendment**.
  - (a) **How Proposed**. Amendments to the Declaration shall be proposed to the membership by and through the Board upon the request of (1) a majority of the Board of Directors, or (2) Owners holding thirty percent (30%) or more of the voting rights of the Association, in which case the Board shall cause the requested amendment to be presented to the membership within 65 days of receipt of such request. If an amendment is proposed and presented for a vote upon request as

outlined above, the Board shall prepare the amendment in writing and include the proposed amendment in the notice of any meeting at which action (e.g. a vote) is to be taken.



- (b) **Approval Required.** This Declaration, as well as the Plat, may be amended, and any provision, covenant, condition or restriction whatsoever, may thereby be added, modified or deleted, if such amendment is approved by Owners holding sixty-seven percent (67%) of the voting rights of the Association through a vote conducted by written ballot. Such a vote may be conducted (1) at a meeting; (2) without a meeting if the Association delivers a written ballot to every Owner entitled to vote; or (3) if a written ballot is delivered to every Owner entitled to vote, in connection with any annual, regular, or special meeting of Owners, thereby allowing Owners the choice of either voting in person or by written ballot delivered by a Owner to the Association in lieu of attendance at such meeting. In any event, all ballots must be received by the Association within a 45-day period. All ballots shall be retained by the Association as part of its records and available for inspection by any Owner for at least three years. All ballots shall be in a written and printed form or in a written electronic form capable of conversion into printed form within a reasonable time.
  - (c) **Execution and Recordation.** An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with this Declaration, is acknowledged, and is recorded against all Lots in the appropriate County Recorder's Office.
4. **Municipal Ordinances.** The restrictions of this Declaration shall be in addition to and not in conflict with the zoning ordinances now in force for Wasatch County, Utah.
  5. **Constructive Notice.** Every person who owns, occupies, or acquires any right, title or interest in any lot in the Development is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the covenants, conditions and restrictions against his or her Lot, whether or not there is any reference to this Declaration in the instrument by which an individual acquires a Lot.
  6. **Notices, Affairs, Electronic Means.**
    - a) **Notices to 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 (whether email or physical address) as the Board may hereafter designate from time to time.
    - b) **Notices to Owners.**

- (i) **Notice by Electronic Means.** Notwithstanding anything to the contrary in this Declaration or in the Bylaws, and except as provided in subsection (ii) below, in any circumstance where notice is required to be given to the Owners, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. 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 Owners to furnish the Association with a current email address.
  - (ii) **Exceptions.** Notice shall always be given by regular first class or registered mail to notify an Owner of failure to pay an assessment, a fine levied against the Owner, or any other action being taken by the Association directly against the Owner. Additionally, an Owner may require the Association, by written request, to provide all notices to the Owner by mail, provided the Owner pays all costs associated with such mailed notices, including administrative costs in the amount determined by the Board.
  - (iii) 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.
- c) **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 Owner if the Board does so in good faith and has no reason to believe it is not the act of the Owner. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by an Owner or by the Association.
7. **Limitations of Restrictions on Declarant.** Declarant is undertaking the work of planning, developing and selling the property within the Development The completion of that work and the sale or other disposal of the lots or parcels is essential to the establishment and welfare of the Development In order that such work may be completed as rapidly as possible, nothing in this Declaration shall be understood and construed to:

- a. prevent Declarant, its contractors or subcontractors from doing, on the Property or any part thereof, whatever is reasonable or advisable in connection with the completion of such work; or
- b. prevent Declarant, or its representatives, from conducting on the Property its business of completing said work and establishing said property as a residential community and disposing of the property in lots or parcels by sale, lease or otherwise or from erecting, constructing or maintaining on any part of the Property such Structure as may be reasonably necessary to conducting such businesses; or
- c. prevent Declarant from maintaining such sign or signs on any part of the Property as may be necessary and convenient for the sale, lease or disposition of lots.

In witness hereof the undersigned agents of the Association have caused this Declaration to be executed on the 14 day of June, 2014.

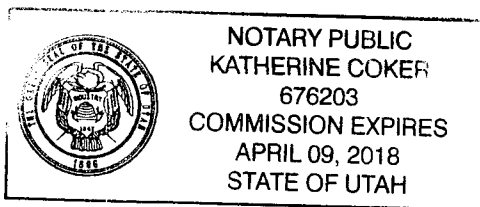
COBBLESTONE HOME OWNERS ASSOCIATION

  
 BY Jerry Halls ITS President  
 BY Brett Atkinson ITS Treasurer  


STATE OF UTAH            )  
   ) ss  
 COUNTY OF WASATCH    )

On the 14 day of June, 2014, Jerry Halls personally appeared before me (1) Jerry Halls and (2) Brett Atkinson and, on his or her oath, acknowledged to me that s/he is the President and Treasurer of Cobblestone Home Owners Association, and that the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was signed pursuant to authority of the Association.

  
 Notary Public



## EXHIBIT A

## LEGAL DESCRIPTION FOR COBBLESTONE, ALL OF PHASES 1 THROUGH 6.

BEGINNING NORTH 37.59 FEET AND EAST 16.31 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS: NORTH 89E51'12 EAST BETWEEN SOUTH ONE-QUARTER AND SOUTHEAST CORNER OF SAID SECTION 4); AND RUNNING THENCE NORTH 00E46'51 EAST 484.05 FEET; THENCE SOUTH 89E57'52 WEST 477.24 FEET; THENCE NORTH 00E05'09 WEST 545.09 FEET; THENCE EAST 224.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST FROM WHICH A RADIAL LINE BEARS SOUTH 8.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 11.78 FEET THROUGH A CENTRAL ANGLE OF 84°22'11" (CHORD BEARS SOUTH 47E48'55 EAST 10.74 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST AND FROM WHICH A RADIAL LINE BEARS NORTH 84°28'30" EAST 430.00 FEET; THENCE A NORTHERLY 74.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'02" (CHORD BEARS NORTH 00°32'59" WEST 74.58 FEET) TO THE BEGINNING OF A ON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND FROM WHICH A RADIAL LINE BEARS NORTH 85°28'06" WEST 8.00 FEET; THENCE SOUTHWESTERLY 12.13 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°51'27" (CHORD BEARS SOUTH 47°57'38" WEST 11.00 FEET); THENCE WEST 223.21 FEET ON A TANGENT LINE; THENCE NORTH 00E05'09 WEST 513.94 FEET; THENCE SOUTH 89E53'38 EAST 538.93 FEET; THENCE NORTH 01E45'45 WEST 370.40 FEET; THENCE SOUTH 89E39'20 EAST 338.58 FEET; THENCE SOUTH 89E39'36 EAST 875.15 FEET; THENCE NORTH 89°40'32" EAST 38.51 FEET; THENCE SOUTH 00E03'26 EAST 666.30 FEET; THENCE SOUTH 00°06'34 EAST 623.99 FEET; TEHNCE SOUTH 00°22'16" EAST 686.73 FEET; THENCE NORTH 89°54'38" WEST 1313.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 70.43 ACRES.

Cobblestone Phase I	Cobblestone Phase II	Cobblestone Phase III	Cobblestone Phase IV
OCJ-1047	OCJ-1001	OCJ-1009	OCJ-1091
OCJ-1048	OCJ-1002	OCJ-1010	OCJ-1092
OCJ-1049	OCJ-1003	OCJ-1011	OCJ-1093
OCJ-1050	OCJ-1004	OCJ-1012	OCJ-1094
OCJ-1051	OCJ-1005	OCJ-1013	OCJ-1095
OCJ-1052	OCJ-1006	OCJ-1014	OCJ-1096
OCJ-1053	OCJ-1007	OCJ-1015	OCJ-1097
OCJ-1054	OCJ-1008	OCJ-1016	OCJ-1098
OCJ-1055	OCJ-1042	OCJ-1017	OCJ-1099
OCJ-1056	OCJ-1043	OCJ-1018	OCJ-1103
OCJ-1057	OCJ-1044	OCJ-1019	OCJ-1104
OCJ-1058	OCJ-1045	OCJ-1020	OCJ-1105
OCJ-1059	OCJ-1046	OCJ-1021	OCJ-1106
OCJ-1060	OCJ-1075	OCJ-1022	OCJ-1107
OCJ-1061	OCJ-1076	OCJ-1023	OCJ-1108
OCJ-1062	OCJ-1077	OCJ-1024	OCJ-1109
OCJ-1063	OCJ-1078	OCJ-1025	OCJ-1110
OCJ-1064	OCJ-1079	OCJ-1026	OCJ-1111
OCJ-1065	OCJ-1080	OCJ-1027	OCJ-1112
OCJ-1066	OCJ-1081	OCJ-1028	OCJ-1113
OCJ-1067	OCJ-1082	OCJ-1029	OCJ-1117
OCJ-1068	OCJ-1083	OCJ-1030	OCJ-1118
OCJ-1069	OCJ-1084	OCJ-1031	OCJ-1119
OCJ-1070	OCJ-1085	OCJ-1032	OCJ-1120
OCJ-1071	OCJ-1086	OCJ-1033	OCJ-1121
OCJ-1072	OCJ-1087	OCJ-1034	OCJ-1122
OCJ-1073	OCJ-1088	OCJ-1035	OCJ-1123
OCJ-1074	OCJ-1089	OCJ-1036	OCJ-1124
	OCJ-1090	OCJ-1037	OCJ-1125
		OCJ-1038	OCJ-1126
		OCJ-1039	OCJ-1127
		OCJ-1040	
		OCJ-1041	
		OCJ-1100	
		OCJ-1101	
		OCJ-1102	
		OCJ-1114	
		OCJ-1115	
		OCJ-1116	

EXHIBIT B

AMENDED AND RESTATED BY-LAWS

OF

COBBLESTONE COMMUNITY HOMEOWNERS ASSOCIATION

The name of the corporation is Cobblestone Community Homeowners Association. The registered office of the corporation shall be 2 South Main Street, Suite 2D, Heber City, Utah 84032, but meetings of the members and directors may be held at such places within the State of Utah, County of Wasatch, as may be designated by the Board of Directors.

ARTICLE II.  
DEFINITIONS

Section 1: "**Act**" shall mean the Utah Revised Nonprofit Corporation Act.

Section 2: "**Association**" shall mean and refer to Cobblestone Community Homeowners Association.

Section 3: "**Properties**" shall mean and refer to the real property described in Exhibit A attached hereto and in the Declaration of Covenants, Conditions and Restrictions, of the Association and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5: "**Lot**" shall mean a lot within the development as reflected on the subdivision plat recorded in the office of the Wasatch County Recorder.

Section 6: "**Lots in all Phases**" shall mean Lots in all Phases described in the Development Agreement recorder at the Wasatch County Recorder's Office whether or not the County has authorized construction within the Phase. It does not include any portion of the Properties that the Developer withdraws from the Properties pursuant to Article I of the Declaration.

Section 7: "**Owner**" shall mean the record title owner of a Lot as reflected in the records of the Wasatch County Recorder.

Section 8: "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of the Cobblestone Subdivision recorded in the Office of the Wasatch County Recorder.



Section 9: "**Developer**" shall mean Cobblestone Development, LLC, developer of the Properties.

Section 10: "**Member(s)**" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III. MEETING OF MEMBERS

**Section 1 - Annual Meeting:** The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the month of June each calendar year thereafter.

**Section 2 - Special Meetings:** Special meetings of the members may be called at any time by the president or by any two (2) members of the Board of Directors, or upon written request of the members who are entitled to vote one fourth (1/4) of all of the votes.

**Section 3 - Notice of Meetings:** Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's last address appearing on the books of the Association, or supplied in writing by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of meeting, and the purpose or agenda of the meeting.

**Section 4 - Quorum:** For any meeting of the Association or action taken without a meeting, and except as otherwise provided in the Declaration or these Bylaws, Members holding thirty percent (30%) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsection withdrawal of an Owner of Owners. If any meeting or vote of members cannot be organized because of a lack of quorum, the Members who are present may adjourn the meeting to a time at least 48 hours from the time of the meeting at which a quorum was not present and Members holding fifteen percent (15%) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum at such adjourned meeting or vote.

**Section 5 - Proxies:** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or interest therein.

**Section 6 - Action without a Meeting-** The members may take action without a meeting to the full extent permitted by § 16-6a-707 of the Utah Code.

**ARTICLE IV.  
BOARD OF DIRECTORS**

**Section 1:** The affairs of this Association shall be managed by a Board of Directors consisting of five (5) Directors, unless not enough candidates run for election to the Board in a given year to allow a five member Board, in which case, the Board shall consist of three Directors.

**Section 2:** Developer, its successor or assigns shall have the exclusive right to appoint and remove all Directors until 75% of the Lots in all Phases have been sold. Directors selected my, but need not, be Members of the Association.

**Section 3:** After 75% of the Lots in all Phases have been sold, the Members shall elect the Board of Directors as provided in Articles V and VI of these By-Laws. Directors elected by the Members must be Members of the Association.

**ARTICLE V.  
BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE**

**Section 1 – Terms of Directors.**

(a) **Term of Office:** Directors shall serve a term of two years, with the election of Directors staggered so that if the Board is composed of five Directors, no more than three Directors are elected in any given year, and if the Board is composed of three directors, no more than two Directors are elected in any given year.

(b) **Term Limits:** Co-Owners of a Lot may not serve on the Board at the same time. A representative of an entity which owns a Lot, and only one such representative, may serve 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 in any eleven year period, representatives, Owners, or co-Owners of a given Lot may not serve on the Board for more than four year, individually or combined (e.g., one owner may serve for up to four years. Or two co-owners may serve one two-year term each).

**Section 2 - Removal and Vacancy:** Any Director elected by the Members or appointed by elected Directors may resign for any reason or be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a meeting of the Members. Resignation shall be effective by providing written notice to the Board, and such resignation shall take effect immediately thereon. In the event of a vacancy on the Board for any reason, a successor shall be selected by the remaining elected Director and shall serve for the un-expired term of his predecessor.

**Section 3 - Compensation:** Directors shall receive compensation, only for actual, expenses incurred in the performance of their duties. No Director shall accept or receive any consideration or benefit, including a fee, service, gratuity, or emolument, for or as a result of the Association granting a contract to any vendor.

## ARTICLE VI. NOMINATION AND ELECTION OF DIRECTORS

**Section 1 - Nomination:** Nomination for election to the Board may be made through a nominating committee, if so determined and established by the Board. Nominations may be made from the floor at a meeting. If one is established, the nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

**Section 2 – Election:** Election to the Board of Directors shall be by secret written ballot. At such 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. The Board shall appoint one or more tellers to count the ballots and to report the vote. A teller may not be a board member or candidate or related to a Board member or candidate and should be chosen for dependability and accuracy. A teller's report containing the number of votes cast for each candidate shall be entered in full in the minutes and the results of the election shall be declared by the president which shall also be entered into the minutes. Such minutes shall be official record of the vote and election. After the meeting, the ballots shall be destroyed to preserve the secrecy of the ballots.

## ARTICLE VII. MEETING OF DIRECTORS

**Section 1 - Regular Meetings:** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said 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.

**Section 2 - Special Meetings:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**Section 3 - Quorum:** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4 - Action Taken Without a Meeting:**

A. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting or that is required to be taken at a meeting if each and every member of the Board does one of the following in writing: (1) votes for the action, (2) votes against the action and waives the right to demand that action not be taken without a meeting, or (3) abstains from voting and waives the right to demand that action not be taken without a meeting.

B. An action taken pursuant to this section may not be effective unless the Association receives writings satisfying subsection A and: (i) describing the action taken and (ii) signed by all directors. A writing may be received, signed and transmitted electronically and an email originating from a known sender's account shall constitute and fulfill the requirement of a signed writing from such sender.

C. Action is taken under this Section 4 only if the affirmative vote for the action equals or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the directors then in office were present and voted.

D. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

**ARTICLE VIII.  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1 - Powers: The Board of Directors shall have power to:**

a) Adopt and publish rules and regulations governing the use and maintenance of the Common Area and facilities, and the personal conduct of the members, their guests thereon, and invitees, and to establish penalties for the infraction thereof; which rules and regulation shall not be inconsistent with any provision of the declaration. '

b) Suspend the voting rights and the rights to use the recreational and other facilities on all or a part of the common area by any member of owner for any period during which such member or owner is delinquent in the payment of any assessment levied by the Association or is in ' violation of any provisions of the Declaration or of any rule or regulation of the Association.

Furthermore, after ten (10) days written notice specifying the default and the date of a hearing by the Board of Directors, the Board shall have the power on majority vote to suspend all or any part of the delinquent member's rights to vote and use all or any part of the recreational facilities located on common area or controlled by the Association so long as such member or owner continues in such default, and for an additional period not to exceed sixty (60) days after such default is remedied or discontinued.

c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

f) Exercise all powers and duties necessary to comply with the provisions of the Declaration and Development Agreement.

**Section 2 - Rules: It shall be the duty of the Board of Directors to:**

a) Cause to be kept a complete record of all its acts and corporate affairs.

b) After 75% of the Lots in all Phases have been sold, to present a financial statement to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.

c) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

d) Make and collect assessments as provided in the Declaration.

e) Issue, or to cause an appropriate officer to issue, upon demand by a member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

f) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

h) Cause the common area to be maintained in a clean, safe, and attractive manner.

i) Cause the owners of the Lots to maintain the exterior of the dwellings, and the yards around the dwellings, in a clean, safe and attractive manner, and in compliance with the Declaration.

j) To generally enforce all provisions of the Declaration as they may apply to owners of lots and the use and maintenance thereof. All Association rules, covenants and restrictions shall be enforced evenly and consistently by the Board. To the extent a rule, covenant or restriction is no longer applicable or of value to the Community, the Board shall make reasonable efforts to amend, modify, or remove it as applicable and in the manner and according to the procedures required by the Declaration, Bylaws and the law. Nothing in this paragraph shall be deemed to give the Board the authority to amend the Declaration and Bylaws without approval of the Owners as required therein and herein.

**Section 3:** The Board of Directors shall bear the right and responsibility to enforce the provisions of the Declaration with respects to the rights and privileges of the Association and each member thereof. The provisions of this paragraph do not impair the rights of any individual Member to enforce the provisions of the Declaration with respects to such Member to the extent permitted by the Declaration.

## **ARTICLE IX. OFFICERS AND THEIR DUTIES**

**Section 1 - Enumeration of Offices:** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other offices as the Board may from time to time, by resolution, create.

**Section 2 - Election of Officers:** The officers shall be elected by the Board at a meeting of the Board of Directors following each annual meeting of the Members. The person that receives the most votes shall be elected to a given officer position. The officer election shall be secret ballot if a majority of the Board so determines, but otherwise need not be. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is a member of the newly constituted Board.

**Section 3 - Term:** The officers of this Association shall be elected annually by the Board and shall each hold office for the described in Article V Section 1, unless he/she shall sooner resign, be removed, or other be disqualified to serve.

**Section 4 - Resignation and Removal:** Any officer may resign or be removed from office with or without cause as provided in Article V Section 2.

**Section 5 - Vacancies:** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer so replaced.

**Section 6 - Multiple Offices:** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

**Section 7 - Duties: The duties of the officers are as follows:**

**a) President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; except as may otherwise from time to time be provided by the Board shall sign leases, mortgages, deeds and other written instruments.

**b) Vice President:** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**c) Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary shall cause a copy of the official minutes of a Board meeting, and the official record of every action taken without a meeting, to be posted on the Association website or emailed to each Owner within 45 days of the meeting or action taken. Minutes shall, at a minimum contain the following:

- The date, time, location and type of meeting (e.g., regular, special, emergency, executive session), including when the meeting began and ended.
- Names of Board members in attendance and not in attendance, including the office they hold, if any (president, secretary, etc.), and names of guests (other than Members) in attendance (contractors, attorney, accountant, etc.).
- Whether a quorum was established.
- A general description of each matter discussed, of each motion made, and of each vote held.
- Any board actions taken (e.g., decisions, approvals, delegations of authority, directives).
- A general description of matters discussed in executive session.
- Once approved by the Board, minutes of a meeting, and every record of action taken without a meeting, shall be signed by the Secretary (or the President or Vice President, if the Secretary is unavailable) signifying that the minutes constitutes the official record of such action taken.

**d) Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The Treasurer shall reconcile the accounts each month; maintain the financial books in a commonly used and widely available professional accounting software program; and keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Development, itemizing the maintenance and repair expenses of the

Common Area or Association property and any other expenses incurred and include a detailed description of each such expense.

**ARTICLE X.  
COMMITTEES**

The Association shall appoint an Architectural and Building Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE XI.  
BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporations, and the By-Laws of the Association shall be available for inspection by any Member at the registered office of the Association where copies may be purchased at reasonable cost.

At each annual meeting of the Members, the Board shall present to the Members copies of the journal entries made in the books for the preceding year and provide an opportunity for Members to ask and receive answers from the Board regarding such entries.

No later than February 1 of each year, the Board shall post to the Association website an itemization of each and every expense paid during the prior calendar year organized and categorized according to the type of expense.

**ARTICLE XII.  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

**ARTICLE XIII.  
INDEMNIFICATION**

The Association shall and does hereby indemnify and hold harmless (each person and his 'or her heirs and administrators) who shall serve at any time as a Director and/or employee of the Association to the fullest extent allowable under Utah law from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of his or her having heretofore or hereafter been a Director and/or employee of the Association or by reason



of any action alleged to have been heretofore or hereafter taken or omitted to have taken by him as such Director and/or employee and shall reimburse any such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability. This indemnification does not apply to intentional, malicious or willful acts or omissions of the Director and/or employee. It is the intent hereof that the Directors or employees be and are hereby indemnified to the fullest extent permitted by the laws of the State of Utah and these By-Laws.

#### **ARTICLE XIV. AMENDMENTS**

##### **Section 1. Amendment.**

(a) **How Proposed.** Amendments to the Bylaws shall be proposed to the membership and through the Board upon the request of (1) a majority of the Board of directors, or (2) Owners holding thirty percent (30%) or more of the voting rights of the Association, in which case the Board shall cause the amendment to be proposed to the membership within 65 days of receipt of such request. If an amendment is proposed and presented for a vote upon request as outlined above, the Board shall prepare the amendment in writing and include the proposed amendment to the notice of any meeting at which action (e.g. a vote) is to be taken.

(b) **Approval Required.** These Bylaws may be amended if such amendment is approved Association through a vote conducted by written ballot. Such a vote may be conducted (1) at a meeting; or (2) if a written ballot is delivered to every member entitled to vote, in connection with any annual, regular, or special meeting of members, thereby allowing members the choice of either voting in person or by written ballot delivered by a member to the Association in lieu of attendance at such meeting. In any event, all ballots must be received by the Association within a 45-day period. All ballots shall be retained by the Association as part of its records and available for inspection by any Owner for at least three years. All ballots shall be in a written and printed form or in a written electronic form capable of conversion into printed form within a reasonable time.

(c) **Execution and Recordation.** An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with these Bylaws, is acknowledged, and is recorded against all Lots in the appropriate County Recorder's Office.

**Section 2 - Conflict:** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV.  
MISCELLANEOUS

**Section 1 - Fiscal Year:** The fiscal year of the Association shall begin on the first day of January and end of the thirty-first day of December of every year except that the first fiscal year shall begin on the date of incorporation.

**Section 2 - Notice to Owners:** Any notice required to be given to the Owners shall be deemed given upon sending of the notice by first-class mail to the Owner's address shown on the Association's records or provided to the Association in writing by the Owner.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this 14 day June 2014.

COBBLESTONE HOME OWNERS ASSOCIATION

By: Jerry Halls  
Its: President

STATE OF UTAH                    )  
  ) ss  
COUNTY OF WASATCH        )

On the 14 day of June 2014, Jerry Halls personally appeared before me and, on his oath, acknowledged to me that he is the President of Cobblestone Home Owners Association, and that the foregoing AMENDED AND RESTATED BYLAWS was signed pursuant to authority of the Association.

Katherine Coker  
Notary Public

