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Huntleigh Woods, LLC
c/o Sally P. Brinton
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WASATCH COUNTY CORPORATION
For: HUNTLEIGH WOODS LLC

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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
HUNTLEIGH WOODS SUBDIVISION**

Huntleigh Woods, LLC,
Declarant

TABLE OF CONTENTS

SECTION 1 ADDITIONAL DEFINITIONS1

1.1 Articles.....1

1.2 Assessments.....1

1.3 Association.....1

1.4 Board.....1

1.5 Bylaws.....1

1.6 Declarant Control Period.....2

1.7 Director.....2

1.8 Guest.....2

1.9 Homestead.....2

1.10 Homestead Golf Course Easement.....2

1.11 Lot.....2

1.12 Open Space Parcel.....2

1.13 Owner.....2

1.14 Person.....3

1.15 Plat.....3

1.16 Purchaser.....3

1.17 Residence.....3

1.18 Tenant.....3

1.19 Turnover Meeting.....3

SECTION 2 THE ASSOCIATION3

2.1 Purpose and Organization.....3

2.2 Powers.....4

2.3 Board of Directors.....4

2.4 Turnover Meeting.....4

2.5 Liability.....4

2.6 Appointment of Trustee.....4

SECTION 3 LAND USE AND RESTRICTIONS.....5

3.1 Use and Maintenance of Lots.....5

3.2 Public Trail.....5

3.3 Snow Storage Easement.....5

3.4 Stormwater Retention Areas.....5

3.5 Open Space Parcel.....5

3.6 Easement of Enjoyment for Open Space Parcel.....6

3.7 Access Easement for Open Space Parcel.....6

3.8 Golf Course.....6

3.9 Further Subdivision Prohibited.....6

3.10 Residential Use.....6

3.11 Commercial Use Restricted.....6

3.12 Declarant Approval of New Construction and Landscaping.....7

3.13 Construction Activities.....7

3.14 Landscaping.....7

3.15 Fences, Walls, Hedges, Screens.....7
3.16 Prohibited Structures.....8
3.17 Drilling, Mining Prohibited.8
3.18 Unlawful Use Prohibited.....8
3.19 Nuisances.8
3.20 Hazards.9
3.21 Animals.9
3.22 Motor Vehicles.....10
3.23 Parking.10
3.24 Signs.....10
3.25 Sewer; Drainage; Fuel; Service Facilities.....10
3.26 Antennas.11
SECTION 4 AMENDMENT.....11
4.1 Amendment by Declarant.11
4.2 Amendment by the Owners.11
SECTION 5 MISCELLANEOUS PROVISIONS11
5.1 Enforcement.11
5.2 Joint Owners.11
5.3 Tenants/Guests.12
5.4 Construction; Severability; Number; Captions; Exhibits.12

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
HUNTLEIGH WOODS SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions, and Easements for Huntleigh Woods Subdivision (as may be amended from time to time, "**Declaration**") is executed by **Huntleigh Woods, LLC**, a Utah limited liability company ("**Declarant**").

BACKGROUND

A. Declarant owns certain property located at approximately 885 N Pine Canyon Rd in Midway City ("**City**"), Wasatch County ("**County**"), Utah, and legally described on Exhibit A ("**Land**"). Declarant intends to develop the Land into a development to be known as Huntleigh Woods Subdivision.

B. The Land and all improvements constructed thereon (the "**Development**") will be held, operated, and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the land and will be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest in or to the Land or the Development. The Development is not a cooperative.

**Section 1
ADDITIONAL DEFINITIONS**

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 Articles.

The articles of incorporation of the Association, as amended.

1.2 Assessments.

All assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with the Articles and Bylaws.

1.3 Association.

Huntleigh Woods Homeowners Association, Inc., a Utah nonprofit corporation (and its successors and assigns).

1.4 Board.

The Board of Directors of the Association.

1.5 Bylaws.

The bylaws of the Association, as amended. The initial Bylaws are attached as Exhibit B.

1.6 Declarant Control Period.

The period beginning on the date this Declaration is recorded in the official records of the County, and ending at the first to occur of the following:

(a) All of the Lots have been conveyed to Purchasers; or

(b) Declarant records a written statement in the official records of the County voluntarily terminating the Declarant Control Period, effective as of the date set forth in the statement.

1.7 Director.

A member of the Board.

1.8 Guest.

Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a time.

1.9 Homestead.

The easement holder under the Homestead Golf Course Easement.

1.10 Homestead Golf Course Easement.

The easements and other property rights created by the following documents recorded in the official records of Wasatch County, Utah: (a) the Homestead Golf Course Master Agreement, recorded on February 19, 1988, as Entry No. 144986; (b) the Easement recorded on June 30, 1988, as Entry No. 146005; and (c) the Easement recorded on June 30, 1988, as Entry No. 146006.

1.11 Lot.

Each parcel designated for private ownership and for the construction of a Residence, including Lots 1 through 9 as shown on the Plat.

1.12 Open Space Parcel.

The parcel designated as "Open Space" on the Plat.

1.13 Owner.

Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the fee interest in a Lot and terminate upon disposition of that interest, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.14 Person.

A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.15 Plat.

The plat entitled "Huntleigh Woods Subdivision", subdividing the Land, and recorded concurrently with this Declaration in the official records of the County, as may be amended from time to time.

1.16 Purchaser.

A Person other than Declarant who acquires a fee simple interest in a Lot.

1.17 Residence.

A building located on a Lot and designated for single-family residential occupancy.

1.18 Tenant.

Any Person who is leasing or renting a Residence.

1.19 Turnover Meeting.

The meeting where administrative responsibility for the Development is turned over to the Owners, as described in Section 2.4.

**Section 2
THE ASSOCIATION**

2.1 Purpose and Organization.

The Association will be a Utah nonprofit corporation whose sole purposes are (a) to maintain, improve, repair, replace, alter, insure, regulate the use of, and pay property taxes on the Open Space Parcel if and when the Homestead Golf Course Easement terminates; and (b) to perform any maintenance or repairs that are primarily the responsibility of an individual Lot Owner, to the extent the Association is legally required to perform such maintenance or repairs. The Articles will provide for the Association's perpetual existence, but if the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated association existing immediately before its dissolution will automatically vest in the successor unincorporated association, and such vesting will thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association will be governed by the Articles and Bylaws as if they were the governing documents of the unincorporated association.

2.2 Powers.

The Association will have the power to levy, collect, and enforce assessments to cover the cost of carrying out its purposes. The Association will have the power to enter into agreements with other individuals or entities to accomplish its purposes. The Association will also have such other powers as set forth in the Utah Revised Nonprofit Corporation Act and the Utah Community Association Act as are reasonably required to accomplish its purposes. Unless and until the Homestead Golf Course Easement terminates, the Association will not have any obligation to maintain, improve, repair, replace, alter, insure, or pay property taxes on the Open Space Parcel.

2.3 Board of Directors.

The affairs of the Association will be conducted by the Board and by such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. During the Declarant Control Period, the Board will consist of three Directors, appointed by Declarant in its sole discretion. Directors appointed by Declarant will serve until replaced by Declarant or until their successors take office at the Turnover Meeting, whichever occurs earlier. Effective as of the Turnover Meeting, the Board will be composed of three Directors, who will be elected by the Owners and whose terms and qualifications will be set in accordance with the Bylaws.

2.4 Turnover Meeting.

Declarant may call a meeting of the Association for the purpose of turning over administrative responsibility for the Development to the Owners sometime before the expiration of the Declarant Control Period. At the Turnover Meeting, the Owners will elect Directors to replace the Directors appointed by Declarant. The newly elected Directors will take office, and the Directors appointed by Declarant will resign, effective as of the expiration of the Declarant Control Period or such earlier date as Declarant may specify. If Declarant fails to call the Turnover Meeting, any Owner may call the meeting by giving notice as provided in the Bylaws.

2.5 Liability.

A Director or officer of the Association will not be liable to the Association or any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, except for acts of gross negligence or intentional misconduct. If any Director or officer of the Association is made a party to any proceeding because the individual is or was a Director or officer of the Association, the Association will indemnify such individual against liability and expenses incurred, to the maximum extent permitted by law.

2.6 Appointment of Trustee.

Declarant hereby conveys and warrants, pursuant to Utah Code §§ 57-1-20 and 57-8a-302, to Jonathan G. Brinton, Esq., with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under the terms of this Declaration.

Section 3
LAND USE AND RESTRICTIONS

3.1 Use and Maintenance of Lots.

Each Owner will be entitled to the exclusive use and benefit of its Lot, but the Lot will be bound by, and the Owner will comply with, the Declaration. Maintenance of each Lot and all improvements on the Lot will be the sole responsibility of the Owner, who will maintain its Lot and improvements in a clean, sanitary, attractive, and marketable condition and in good repair at all times. Such maintenance will include repair and replacement of irrigation systems, utility lines, roofs, gutters, leaders, downspouts, exterior building surfaces, glass surfaces, walks, and other exterior improvements. Trees, shrubs, grass, flowers, and other landscaping will be neatly trimmed and properly cultivated. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes will be repaired by the Owner within a reasonable period of time.

3.2 Public Trail.

The public trail running along the east side of the Development will be located within the 20.00' public utility and trail easement identified on the Plat (as well as partly within the 30.00' publicly dedicated space) and will be available for recreational use by the public. The trail will be operated and maintained by the City. Neither the Association nor any Lot Owner will be entitled to charge any fee for use of the trail. Consequently, pursuant to Utah Code §§ 57-14-101 et seq, neither the Association nor the Lot Owners will be liable to any Person for injury occurring as a result of or in any way relating to that Person's use of the public trail.

3.3 Snow Storage Easement.

The snow storage easement identified on the Plat is granted in favor of the City to allow City snowplows to push snow into the area covered by the easement.

3.4 Stormwater Retention Areas.

No structures may be built or maintained within the stormwater retention areas designated as "Public Utility and Drainage Easement" on the Plat. The stormwater retention areas are located within the boundaries of Lot 1 and Lot 7, respectively, and will be maintained in working order by, and at the expense of, the respective Owners of those Lots.

3.5 Open Space Parcel.

Fee title to the Open Space Parcel will be held by the Association. However, ownership of the Open Space Parcel is currently subject to the Homestead Golf Course Easement, which provides that the Open Space Parcel is part of the Homestead golf course. Pursuant to the terms of the Homestead Golf Course Easement, the Homestead is responsible for maintaining, improving, repairing, replacing, altering, insuring, and paying property taxes on the Open Space Parcel and is responsible for all expenses associated therewith. If the Homestead Golf Course Easement ever terminates, full ownership rights, together with the above-listed responsibilities and expenses currently borne by the Homestead, will revert to the Association. The Open Space Parcel is intended to serve as open space indefinitely, and no structures may be built or

maintained on the Open Space Parcel without approval from the City. If the Homestead Golf Course Easement terminates and thereafter the Association fails to adequately maintain the Open Space Parcel, the City, after 15 days prior written notice, may perform the necessary maintenance and bill the Association for the expense. In addition, the City may place and record a lien on the Open Space Property for the amount of the maintenance cost and, if necessary, maintain legal action against the Association to collect on the debt and foreclose on the Open Space Parcel.

3.6 Easement of Enjoyment for Open Space Parcel.

If and when the Homestead Golf Course Easement terminates, each Owner will have a nonexclusive right and easement of use and enjoyment in and to the Open Space Parcel. Such right and easement will be appurtenant to and will pass with the title to each Lot. Any Owner may delegate this right and easement to its Tenants or Guests.

3.7 Access Easement for Open Space Parcel.

The access easement along the north end of Lot 6, as depicted on the Plat, will be used only if the Homestead Golf Course Easement terminates. If the Homestead Golf Course Easement terminates, the access easement along the north end of Lot 6 will be used exclusively for the benefit of (a) the Association, to enable it to fulfill its limited purposes as outlined in Sections 2.1 and 2.2 above; and (b) the Owners and their Tenants and Guests, to enable them to access the Open Space Parcel.

3.8 Golf Course.

Each Owner of a Lot acknowledges that he or she has fully inspected such Lot and its relationship to the Homestead golf course and its fairways, greens, and driving range and accepts it "as is". Each Owner hereby waives all claims against, releases and agrees to indemnify and defend Declarant and its owners, agents, and affiliates from and against all claims, damages, liabilities, and obligations arising out of the use, location, and design of the Homestead golf course.

3.9 Further Subdivision Prohibited.

No Lot may be further subdivided or otherwise separated into smaller parcels by any Owner.

3.10 Residential Use.

Subject to Section 3.11, the Lots will be used for single-family residential purposes only.

3.11 Commercial Use Restricted.

No trade, craft, business, profession, or commercial activity will be conducted within the Development, nor will any goods, equipment, vehicles, materials, or supplies used in connection therewith be kept or used within the Development. However, the previous sentence will not prohibit: (a) activities relating to the rental or sale of Lots; (b) the right of Declarant or any

contractor to construct improvements on a Lot or to store construction materials and equipment on a Lot in the normal course of construction, (c) the right of an Owner to maintain its professional library, records, or accounts, or to communicate with professional associates, clients, or customers in its Residence, as long as there is no external evidence thereof.

3.12 Declarant Approval of New Construction and Landscaping.

All plans for new construction or landscaping on a Lot must be submitted to and approved by Declarant or its designated agent before beginning construction or installation. Failure to obtain Declarant approval may result in the Owner having to tear down or remove such structure or landscaping. By purchasing a Lot, each Owner agrees to such oversight and deems this necessary and appropriate to ensure a first-class development for all Owners. Declarant may approve or disapprove any plans in its sole discretion. However, each Owner understands that the purpose of Declarant's review is not to impose a uniform style on the Development but rather to ensure that no extreme or poor-quality design or workmanship is permitted to diminish the value of the other Lots or the enjoyment of other Lot Owners in the Development.

3.13 Construction Activities.

No structure may be constructed on a Lot before the Residence is completed. The construction of the Residence and any improvement on a Lot, including painting and all exterior finish, will be completed within 12 months after the beginning of construction. The construction area will be kept reasonably clean, free of litter, and in workmanlike order during the construction period. Each Owner will be responsible for controlling dust and noise from any construction taking place on its Lot. Each Owner will be responsible for promptly repairing any damage inflicted on existing improvements such as curbs, gutters, streets, sidewalks, and landscaping by the Owner or its contractors.

3.14 Landscaping.

Within one year of purchasing a Lot, the Lot Owner must either (a) begin construction of a Residence, in which case landscaping must be completed within six months after a certificate of occupancy is issued for the Residence; or (b) landscape the unimproved Lot. Landscaping will consist of (i) xeriscape with appropriate irrigation; (ii) lawn and sprinkler system; or (iii) some combination of (i) and (ii). Lawns must be maintained at a height of six inches or less. Sprinkler systems will be automatic and will be installed, used, and maintained with a compatible timer to ensure optimal irrigation. All Lots must be kept in a neat and orderly condition, free of trash, brush, vines, weeds, and other debris.

3.15 Fences, Walls, Hedges, Screens.

All fencing, walls, hedges or similar structures will be maintained in a first-class and attractive manner. When an Owner's installation, modification, removal or replacement of a fence, wall, hedge or other structure or landscaping element risks weakening the lateral support of an adjoining Owner's property, such Owner will install and maintain bracing to support and protect against damage to the adjoining Owner's property.

3.16 Prohibited Structures.

No trailer, mobile home, camper, camper shell, tent, shack, garage, barn, shed, outbuilding, basement of an incomplete building, or temporary building or structure of any kind may be used at any time for a Residence, either temporary or permanent. No structures will be erected or permitted to remain on any Lot except Residences—and structures normally accessory to Residences—that comply with this Declaration. No mobile home, trailer house, or other previously erected, used, or temporary structure may be installed or maintained on any Lot. No derrick, oil well, tunnel, mine, or similar structure designed for use in drilling for oil, natural gas, water, or minerals will be erected or maintained on any Lot.

3.17 Drilling, Mining Prohibited.

No oil drilling, oil development operations, oil refining, mining, drilling, prospecting, quarrying, mineral exploration, or similar activities will be permitted within the Development.

3.18 Unlawful Use Prohibited.

No unlawful use will be made of the Development or any part thereof, and all applicable federal, state, and local laws, ordinances, and regulations will be observed.

3.19 Nuisances.

No nuisance will be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

(a) **Noxious or Offensive Activity.** No noxious or offensive activity will be carried out on any Lot or in any part of the Development.

(b) **Unsightliness.** No unsightliness will be permitted on any Lot. This will include, without limitation:

(i) open storage of any construction materials (except during the construction of improvements);

(ii) open storage or parking of farm or construction equipment, inoperable motor vehicles, mobile homes, graders, wagons, buses, sleighs, motorcycles, motor scooters, snow removal equipment, landscaping equipment, snowmobiles, boats, recreational vehicles, campers, camper shells, trailers, or trucks other than noncommercial pick-up trucks (except during periods of actual use);

(iii) performance of any repair or maintenance work on any motor vehicles or equipment, other than minor emergency repairs, except in an enclosed garage or other structure, or appropriately screened from view;

(iv) service areas, storage areas, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics, except as appropriately screened from view;

(v) liquid propane, gas, oil, and other exterior tanks except as kept in an enclosed structure or appropriately screened from view;

(vi) accumulation of lawn or tree clippings or trimmings;

(vii) accumulation of construction debris or waste;

(viii) household refuse or garbage except as stored in tight, noiseless containers screened from view or kept within an enclosed structure; and

(ix) storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from anywhere outside of the Lot.

(c) **Lights.** Outdoor lighting will be designed to direct the light downward and limit the field of light to the confines of the Lot on which it is installed.

(d) **Sounds.** No continuously barking dogs, loud speakers or other noises will be permitted to continue on any Lot in a way that might reasonably be expected to annoy or disturb other Owners, Tenants, or Guests, except for security or fire alarms and noise incident to legitimate construction and maintenance work.

(e) **Odors.** Any activity or thing that causes offensive odors is prohibited.

(f) **Pests.** No Owner will permit any thing or condition to exist upon any portion of the Development which will induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

3.20 **Hazards.**

No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, or which could lead to the cancellation of a conventional homeowner's insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous material in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues). All stacks and chimneys from fire places in which combustibles, other than natural gas, are burned will be fitted with spark arresters. Exterior fires are prohibited, except fires contained within appropriate receptacles as provided by City ordinance.

3.21 **Animals.**

No wild or dangerous animals, horses, cows, pigs, sheep, fowl, livestock or animals, other than ordinary household pets that do not constitute a nuisance, will be allowed within the Development. Dogs kept on a Lot must be kept within an enclosure. The enclosure must be maintained such that the dog cannot escape therefrom. Any such contained enclosure areas must be cleaned on a regular basis to minimize odors and maintain a clean appearance. Invisible fencing may be used where appropriate. All dogs must be restrained on a leash when off the Owner's Lot. Each animal Owner is responsible for immediately picking up all animal droppings

that are deposited within the Development outside of the Owner's Lot. In no case may any household pet or other animal kept at or around a Residence be allowed to create a nuisance for neighboring Owners due to noise, odors or otherwise.

3.22 **Motor Vehicles.**

Within the Development, motor vehicles may be operated only on streets, parking lots, and driveways. No inoperable, unlicensed, unregistered, junk or junked motor vehicle or motorized machinery or equipment of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of a Lot) may be kept within the Development or repaired on any portion of the Development, except in an emergency. No motor vehicles other than private passenger vehicles, vans, trucks, golf carts, or permitted commercial vehicles may be kept or used within the Development.

3.23 **Parking.**

Parking on a Lot, including in the driveway, is prohibited except in an enclosed garage. No commercial vehicle may be parked in the Development longer than is necessary to perform the business function of the vehicle in the area. However, commercial vehicles and trailers used in connection with construction of improvements in the Development or in connection with Declarant's activities in the Development will be permitted. No Owner will permit any vehicle which is either unregistered, inoperable, or in an extreme state of disrepair to be abandoned or to remain parked in the Development.

3.24 **Signs.**

Except as required otherwise by law, no signs will be permitted on a Lot except as follows: (a) one for-sale sign no larger than 6 square feet; (b) one sign, no larger than 32 square feet, placed by a contractor or builder to advertise the improvements being constructed on a Lot; (c) traffic-control signs placed by the City; (d) temporary signs warning of an immediate danger; (e) signs placed by Declarant or its agents in connection with the sale of the Lots.

3.25 **Sewer; Drainage; Fuel; Service Facilities.**

(a) **Sewer Connection Required.** All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Residences must be connected to the sanitary sewer system.

(b) **Drainage.** Gutters and leaders will be connected to an underground drainage system.

(c) **Fuel.** No fuel, oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on a Lot. Residences must be heated with natural gas, solar, or electric power. Propane or other containerized fuels, other than small tanks for outdoor barbecues, may be used only during construction of a Residence until the permanent heating system is installed and operational.

(d) **Service Facilities.** Clotheslines, service yards, storage yards, and mechanical equipment visible from any other Lot or any street are prohibited.

3.26 Antennas.

No shortwave radio antennas or large ground mounted satellite dishes may be installed on any Lot.

**Section 4
AMENDMENT**

4.1 Amendment by Declarant.

During the Declarant Control Period, Declarant may unilaterally amend this Declaration, the Articles, the Bylaws, or the Plat if such amendment is necessary to: (a) bring any provision into compliance with any applicable ordinance, statute, or law; (b) enable any reputable title insurance company to issue insurance coverage; (c) enable any lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) satisfy the requirements of any governmental agency; or (e) correct any typographical error. However, no amendment may adversely affect any Lot unless the Owner consents in writing.

4.2 Amendment by the Owners.

Except as permitted by Section 4.1, this Declaration, the Articles, the Bylaws, and the Plat may only be amended with the approval of at least two-thirds of the Owners, with one vote allocated to each Lot and, during the Declarant Control Period, the approval of Declarant. The vote may be held in person or by written ballot or some combination thereof. However, no amendment under this Section may create, limit, or diminish Declarant's rights without Declarant's approval.

**Section 5
MISCELLANEOUS PROVISIONS**

5.1 Enforcement.

The Developer, the Association, or any Owner may bring suit or action against another Owner to enforce this Declaration. The prevailing party in any procedure to enforce the Declaration is entitled to an award of its costs and reasonable attorneys' fees associated with the action.

5.2 Joint Owners.

Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

5.3 Tenants/Guests.

Tenants and Guests using the Development under rights derived from an Owner will comply with all applicable provisions of the Declaration. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner himself. Any lease agreement will be in writing and will provide that the lease is subject to the Declaration, and that any failure by the Tenant to comply with the Declaration will be considered a default under the lease.

5.4 Construction; Severability; Number; Captions; Exhibits.

This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Background paragraphs. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit this Declaration. The Background paragraphs and all exhibits attached to this Declaration are incorporated into this Declaration by reference.

Declarant has executed this Declaration to be effective as of the date recorded with the County.

Huntleigh Woods, LLC,
a Utah limited liability company

By: *Sally P. Brinton*
Name: Sally P. Brinton
Title: Manager

State of Utah)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me on July 28, 2021, by Sally P. Brinton, manager of Huntleigh Woods, LLC.

Wendy McKnight
Notary Public

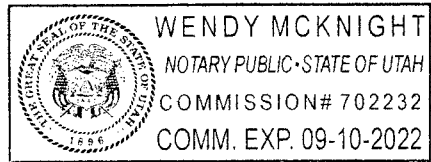


Exhibit A

Legal Description of the Land

AN ENTIRE TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.L.B.M, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF MEADOWS ESTATES SUBDIVISION WHICH IS RECORDED AS ENTRY NO. 162413 IN BOOK 247, PAGES 648-657 IN THE WASATCH COUNTY RECORDERS OFFICE, SAID POINT IS ALSO SOUTH A DISTANCE OF 38.30 FEET; THENCE SOUTH 62°55'00" EAST A DISTANCE OF 217.80 FEET; THENCE SOUTH 72°15'00" EAST A DISTANCE OF 171.60 FEET; THENCE SOUTH 87°18'00" EAST A DISTANCE OF 257.40 FEET; THENCE SOUTH 00°48'00" WEST A DISTANCE OF 573.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND CONTINUING THENCE SOUTH 00°48'00" WEST A DISTANCE OF 349.69 FEET TO A POINT ON THE NORTHEAST CORNER OF MIDWAY VILLAGE P.U.D. PLAT "A" RECORDED AS ENTRY NO. 286739, BOOK 774, PAGES 347-356; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID MIDWAY VILLAGE P.U.D. PLAT "A" NORTH 89°12'00" WEST A DISTANCE OF 535.91 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 26°30'13" WEST A DISTANCE OF 235.81; THENCE NORTH 77°57'28" WEST A DISTANCE OF 376.70 FEET TO SNAKE CREEK; THENCE UP SNAKE CREEK NORTH 20°10'22" WEST A DISTANCE OF 378.77 FEET TO A POINT THE SOUTHWEST CORNER OF SAID MEADOWS ESTATES; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID MEADOWS ESTATES THE FOLLOWING TWO COURSES: (1) SOUTH 69°36'18" EAST A DISTANCE OF 855.67 FEET; THENCE (2) SOUTH 89°12'00" EAST A DISTANCE OF 343.01 FEET; TO THE POINT OF BEGINNING.

Exhibit B

Bylaws

**BYLAWS
OF
HUNTLEIGH WOODS HOMEOWNERS ASSOCIATION, INC.**

**Section 1
DEFINITIONS**

1.1 **Declaration.** The Declaration of Covenants, Conditions, Restrictions, and Easements for Huntleigh Woods Subdivision, recorded in the official records of Wasatch County, Utah, as may be amended from time to time.

1.2 **Other Definitions.** Any capitalized term used but not defined in these Bylaws will have the meaning attributed to it in the Declaration.

**Section 2
MEETINGS OF OWNERS**

2.1 **Annual Meetings.** The initial annual meeting of the Association will be held at a time and in a month specified by the Board. Subsequent annual meetings will be held during the same month each year. Annual meetings will be held for the purpose of electing Directors, approving the annual budget, and transacting such other business as may come before the annual meeting.

2.2 **Special Meetings.** A special meeting of the Association may be called at any time by the Board or the president of the Association, or upon the written request of at least 30% of the votes entitled to be cast by the Owners. A special meeting may only be held for the purposes set forth in the notice for that special meeting.

2.3 **Place of Meetings.** The Board may designate any place in Wasatch County as the place for any annual or special meeting of the Association. Owners may participate in meetings by any means of electronic or telephonic communication through which all Owners and other participants may simultaneously hear one another during the meeting. Owners who participate in a meeting by such means will be considered present for all purposes, including the presence of a quorum.

2.4 **Notice of Meetings.**

(a) Notice of each meeting stating the place, date, and time of the meeting and the purpose or purposes for which the meeting is called, will be delivered to each Owner entitled to vote at the meeting, not less than 10 nor more than 60 days before the date of the meeting. Each notice will be in writing and will be sent via one of the following methods of delivery: (i) hand delivery to the Owner or an authorized agent of the Owner; (ii) United States first-class mail, postage prepaid, and addressed to the Owner at the address on file with the County Recorder (or at such other address as the Owner has designated in writing to the Association); (iii) nationally recognized delivery service, with all fees prepaid, and addressed to the Owner at the address on file with the County Recorder (or at such other address as the Owner has designated in writing to

the Association); or (iv) email, sent to the Owner at the email address the Owner has designated in writing to the Association.

(b) A notice will be deemed to have been received as follows: (i) if the notice is delivered in person or sent by nationally recognized delivery service, upon receipt as indicated by the date and time on the signed receipt; (ii) if the notice is delivered by United States first-class mail, three business days after the notice is deposited in the mail; (iii) if the notice is sent by email, upon receipt by the Association of a reply email from the Owner; (iv) if the Owner rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in mailing address or email address for which the Owner failed to notify the Association, then upon the rejection, refusal, or inability to deliver; (v) notwithstanding the foregoing, if a notice is received after 5:00 p.m. Mountain Time, or on a day that is not a business day in the State of Utah, then the notice will be deemed received at 9:00 a.m. on the next business day in the State of Utah.

(c) The Board may set a record date for determining the Owners entitled to notice. The Association will give notice at the Association's expense of any special meeting called by the Owners under Section 2.2.

Section 3 VOTING; QUORUM

3.1 **Voting.** Votes will be allocated as set forth in the Declaration and the Articles.

3.2 **Voting Method.** Votes may be cast (a) in person, (b) by proxy in accordance with Section 3.3, (c) by action without a meeting in accordance with Section 3.4, or (d) by written ballot in accordance with Section 3.5.

3.3 **Action by Proxy.** Every proxy must be executed in writing by the Owner or its duly authorized attorney-in-fact and filed with the secretary of the Association before or at the time of the meeting. No proxy will be valid after the expiration of one year from the date of its execution unless otherwise provided in the proxy.

3.4 **Action Without a Meeting.**

(a) Any action that may be taken at any annual or special meeting of the Association may be taken without a meeting and without prior notice if written consents setting forth the action taken are signed by Owners having at least the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted.

(b) Notice of any proposed Owner action without a meeting must be delivered at least ten days before the effective date of the action to every Owner entitled to vote on the matter and must (i) include a description of the proposed action sufficient to permit each Owner to reach an informed decision on the matter and (ii) state the percentage of approvals necessary to approve the action.

(c) Action taken by the Owners pursuant to this Section 3.4 is effective as of the date the last written consent necessary to effect the action is received by the Association, so long as all written consents on which the Association relies for the taking of an action pursuant to this Section 3.4 are: (i) received by the Association within 60 days from the date the first consent is received and (ii) not revoked pursuant to Section 3.4(d).

(d) Any Owner may revoke its consent by a signed writing that (i) describes the action; (ii) states that the Owner's prior consent is revoked; and (iii) is received by the Association before the action becomes effective.

(e) A written consent under this Section 3.4 may be received by the Association by fax or email or other form of communication providing the Association with a complete copy of the written consent, including a copy of the signature to the written consent.

(f) Directors may not be elected pursuant to this Section 3.4 except by unanimous written consent of all Owners entitled to vote for the election of Directors.

(g) The record date for determining the Owners entitled to take action without a meeting is the date the first Owner delivers to the Association a written consent to the action.

(h) Action taken pursuant to this Section 3.4 will have the same effect as action taken at a meeting.

3.5 Action by Written Ballot.

(a) Any action that may be taken at any meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. Such written ballot will set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot will be valid only when the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Owners submitting a written ballot will be considered to have participated in the meeting for all purposes.

(b) All solicitations for votes by written ballot must: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Directors; (iii) specify the date by which a written ballot must be received by the Association in order to be counted (which date may not be less than 15 days after the date on which the ballots are delivered); and (iv) be accompanied by written information sufficient to permit each Owner casting a written ballot to reach an informed decision on the matter.

(c) The number of votes cast by written ballot will constitute a quorum for action on the matter.

(d) Action by written ballot will have the same effect as action taken at a meeting. A written ballot may also be used in connection with any meeting of the Association, thereby allowing Owners the choice of either voting in person or by written ballot delivered by

an Owner to the Association in lieu of attendance at such meeting. A valid written ballot will be counted equally with the votes of Owners in attendance at any meeting for every purpose.

(e) A written ballot may not be revoked.

3.6 **Majority Vote.** The affirmative vote of a majority of the votes entitled to be cast by the Owners participating in a meeting in person, by proxy, or by written ballot will be the act of the Owners, unless the vote of a greater number is required by law, the Declaration, the Articles, or these Bylaws.

3.7 **Quorum.** The number of Owners participating in a meeting in person, by proxy, by action without a meeting, or by written ballot will constitute a quorum.

3.8 **Greater Quorum or Voting Requirements.** Any amendment to these Bylaws that adds, changes, or deletes a greater quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the greater of the quorum and voting requirements then in effect or proposed to be adopted.

Section 4 BOARD

4.1 **Declarant Control Period.** During the Declarant Control Period, the Board will consist of three Directors, who will be appointed by Declarant in its sole discretion and will serve until replaced by Declarant or until the expiration of the Declarant Control Period, whichever occurs earlier. Declarant will have the exclusive right to appoint, remove, and replace all Directors during the Declarant Control Period. Sections 4.2 through 4.9 are subject to this Section 4.1.

4.2 **Number, Election, Term of Directors.** The Board will consist of three Directors. Directors will be elected at the annual meetings of the Association by a majority of the votes allocated to the Owners. Subject to Sections 4.3 and 4.4, each Director will hold office for a term of one year.

4.3 **Removal and Replacement.** A Director may be removed before the expiration of his term with the consent of two-thirds or more of the votes allocated to the Lots. Upon the removal of a Director, the Owners will appoint a replacement Director to serve until his successor is elected.

4.4 **Resignation or Death.** A Director may resign before the expiration of his term by giving written notice to the president or to the secretary of the Association. Such resignation will take effect on the date specified in the notice. Upon the resignation or death of a Director, the remaining Directors will appoint a replacement Director to serve until his successor is elected.

4.5 **Meetings.** Meetings of the Board will be held at least annually, and at any time when called by the president of the Association or by two or more Directors, upon the giving of at least five days' prior notice of the time and place of the meeting to each Director by hand-delivery, prepaid United States mail, email, or telephone. Any business may be transacted at a

Board meeting. No notice of a Board meeting need state the purposes for holding the meeting, and no notice of any adjourned Board meeting will be required.

4.6 **Place of Meetings.** The Board may designate any location convenient to the Directors in which to hold a Board meeting. Directors may participate in any Board meeting by means of any electronic or telephonic communication by which all participants may simultaneously hear one another during such meeting. Directors who participate in a Board meeting by such means will be considered present for all purposes, including the presence of a quorum.

4.7 **Quorum.** A majority of Directors will constitute a quorum for the transaction of business, but a lesser number may adjourn any Board meeting from time to time. When a quorum is present at any Board meeting, a majority of the Directors in attendance will decide any question brought before such meeting.

4.8 **Waiver of Notice.** Before, at, or after any Board meeting, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at a Board meeting will constitute a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business based on a claim that the meeting was not duly called or convened.

4.9 **Informal Action by Directors.** Any action required or permitted to be taken at a Board meeting may be taken without such meeting if a written consent setting forth the action so taken is signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent will have the same force and effect as a unanimous vote of the Directors.

Section 5

OFFICERS AND AGENTS

5.1 **General.** The Officers of the Association will be a president (who will be chosen from among the Directors), a vice president, a secretary, and a treasurer. The Board may appoint such other Officers, assistant Officers, committees, and agents, including assistant secretaries and assistant treasurers, as it may consider necessary or advisable, who will be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any Officer, agent, or employee are not prescribed by these Bylaws or by the Board, such Officer, agent, or employee will follow the orders and instructions of the president.

5.2 **Removal of Officers.** The Board may remove any Officer, with or without cause, and elect a successor at any Board meeting.

5.3 **Vacancies.** A vacancy in any office will be filled by the Board for the unexpired portion of the term.

5.4 **President.** The president will be the chief Officer of the Association. The president will preside at all Association meetings and Board meetings. The president will have

the general and active control of the affairs and business of the Association and general supervision of its Officers, agents, and employees. The president is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration and the Articles on behalf of the Association.

5.5 **Vice President.** The vice president will assist the president and will perform the duties assigned to him by the president or the Board. In the absence of the president, the vice president will have the powers and perform the duties of the president.

5.6 **Secretary.** The secretary will:

(a) keep the minutes of the proceedings of Association meetings and Board meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws and the Declaration;

(c) maintain the records of the Association, including a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if a Lot is Mortgaged, the name and address of each Mortgagee; and

(d) perform all other duties incident to the office of secretary and the duties assigned to him by the president or the Board.

5.7 **Treasurer.** The treasurer will be the principal financial Officer of the Association and will have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association. The treasurer will receive and give receipts and acquittances for moneys paid in on account of the Association and will pay out of the funds on hand all bills, payrolls, and other just debts of the Association upon maturity. The treasurer will perform all other duties incident to the office of treasurer and, upon request of the Board, make such reports to it as may be required at any time. The treasurer will, if required by the Board, give the Association a bond for the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property in his possession or under his control belonging to the Association. The treasurer will have such other powers and perform such other duties assigned to him by the president or the Board.

Section 6

CONTACT INFORMATION; ASSOCIATION ADDRESS

6.1 **Contact Information.** Each Owner is required to register a mailing address, a phone number, and an email address with the Association within ten days after becoming an Owner. The contact information of each Owner will be kept in the records of the Association. Owners must notify the Association of any change in contact information within ten days after the change. Any notice mailed to an Owner's registered address or—if the Owner fails to register an address with the Association—to the address on file with the County Recorder will be deemed duly delivered.

6.2 **Address of the Association.** The initial principal address of the Association will be c/o Sally P. Brinton, 993 E 1040 N, American Fork, UT 84003. The Association's address may be changed from time to time upon written notice to all Owners.

Section 7
AMENDMENT

These Bylaws may be amended with the approval of at least two-thirds of the votes allocated to the Owners and, during the Declarant Control Period, the approval of Declarant.