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VAL VISTA PARK HOMEOWNERS' ASSOCIATION
AMERICAN FORK, UTAH 84003

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
VAL VISTA PARK
A PLANNED UNIT DEVELOPMENT

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This Amended and Restated Declaration is made as of the date of the recording in the Utah County Recorder's Office by the Val Vista Park Homeowners' Association, a Utah Nonprofit Corporation ("Association").

RECITALS

1. This Declaration supersedes and replaces in its entirety the previously recorded Amended & Restated Declaration of Easements, Covenants, Conditions and Restrictions for Val Vista Park that was recorded as Entry No. 22330:2004 on February 27, 2004 at the Utah County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration ("Prior Declaration").
2. The Bylaws of the Association, attached as Exhibit C, supersede and replace any previous Bylaws and any amendments thereto. The previous Bylaws are hereafter referred to as the "Prior Bylaws."
3. The Association is the authorized representative of the Owners of certain real property known as Val Vista Park, located in Utah County, State of Utah and more particularly described on Exhibit A attached to and incorporated in this Declaration by reference.
4. Pursuant to Section 9.2 of the Prior Declaration, this Declaration has been duly approved and adopted. A Certificate of Approval of the amendment is attached as Exhibit B and incorporated into this Declaration by reference.
5. The Association desires to establish, for its own benefit and for the mutual benefit of all current and future Owners and occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth in this Declaration.

SUBMISSION

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Utah Community Association Act (the "Act").
2. The Property is made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of American Fork City to access the roads within the Project for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.
3. The Property is subject to described easements and rights of way. Easements and rights-of-way in favor of the City of American Fork include any dedicated roadways and public utility easements that are depicted on the Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

In consideration of the Recitals above, the Association, in order to further preserve and maintain the integrity of the Project, declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, which run with the Property and are binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code § 57-8a-102.

1.1 "Articles" and "Bylaws" shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board's selection, the Board's general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 "Assessments" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of whether said assessment is identified as a regular assessment, special assessment, capital improvement assessment, individual assessment, reconstruction assessment, fine, or other charge.

1.3 "Association" shall mean Val Vista Park Homeowners' Association, a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 "Association Rules" shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof.

1.5 "Building" shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 "Board" shall mean the Board of Directors of the Association.

1.7 "Board Member" shall mean a member of the Board of Directors of the Association.

1.8 “Capital Improvement” shall mean all new improvements intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

1.9 “City” shall mean the City of American Fork, Utah County, a municipal corporation of the State of Utah.

1.10 “Common Areas” shall mean all real and personal property and other interests therein, together with the facilities, fixtures, and improvements located thereon, which the Association owns or otherwise holds and related improvements. Common areas shall include, without limitation, all easements running in favor of the Association and the improvements and fixtures situated within or upon said easements; all Common Areas and facilities specifically set forth and designated as such on the Plat or Plats of the Property; and all Common Areas as defined in the Act, whether or not expressly listed herein or on the Plat or Plats of the Property.

1.11 “Common Expenses” shall mean the actual and estimated costs of any item or items approved by the Board and incurred, or anticipated to be incurred, in connection with the Common Areas, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration, including any reasonable reserve.

1.12 “Declarant” shall mean American Springs Development, L.L.C., which was the entity that developed the Property and no longer has any Declarant control over the Association.

1.13 “Design Guidelines” shall mean the guidelines adopted from time to time by the Board at its sole discretion, or by the Architectural Review Committee as provided for herein, setting forth certain architectural standards and specification regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements on the Property.

1.14 “Governing Documents” shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles, the Bylaws, any Plat, this Declaration, the Design Guidelines, and Association Rules.

1.15 “Hazardous Material” means (a) any waste, material or substance (whether in the form of a liquid, a solid or a gas and whether or not airborne), which is deemed to be a pollutant or a contaminant or to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other government restrictions or requirements, any amendments or successor(s) thereto, replacements thereof of publications promulgated pursuant thereto (collectively “Environmental Regulations” and individually, an “Environmental Regulation”); (b) petroleum; (c) asbestos; (d) polychlorinated biphenyls; and (e) any radioactive material. In addition to the foregoing, the term “Environmental Regulations” shall be deemed to include, without limitation, local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes

and other government restrictions and requirements, any amendments and successors thereto, replacements thereof and publication promulgated pursuant thereto, which deal with or otherwise in any manner relate to, environmental matters of any kind.

1.16 “Improvements” shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property of any Lot or of any structure or thing affixed on the Property or any Lot, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.17 “Lot” shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property. References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in this Declaration and, as applicable, on the Plat for such Lot.

1.18 “Meeting of the Board” or “Meeting” shall mean a gathering of the Board, whether in person or by electronic system that allows for oral communication in real time (such as web conferencing, video conferencing, and telephone conferencing), at which the Board can take binding action; Communication by email shall not be considered a Meeting.

1.19 “Member” shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2.

1.20 “Mortgage” shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

1.21 “Mortgagee” shall mean the mortgagee or beneficiary under any Mortgage. A “First Mortgagee” shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

1.22 “Occupant” shall mean and include the Declarant, the Owners, their respective heirs, successors and assigns (including Mortgagees), and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.23 “Owner” shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.24 “Party Wall” shall mean and refer to a wall that forms part of a Residence and is located on or adjacent to a boundary line between two adjoining Lots, which wall may be separated by a sound board between two adjoining Residences.

1.25 “Permittees” shall mean all Occupants and all other invitees of Occupants.

1.26 “Plat” shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Buildings, improvements, or Residences created by the Plat shall comprise the Project; and (d) which is filed for record in the office of the County Recorder of Utah.

1.27 “Project” shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon

1.28 “Property” shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.29 “Residence” shall mean and refer to any Residence situated upon a Lot which has its own principal access to the outside, is not located over or under another Residence, is separated from any adjoining Residences by one or more Party Walls (where applicable), and is designed and intended for separate, independent residential use and occupancy. All pipes, wires, conduits, HVAC equipment, or other similar equipment or public utility lines or installation constituting part of a particular Residence or serving only that Residence shall be considered part of the Residence.

1.30 “Single Family” shall mean a person living alone or any of the following groups: (a) two or more persons related by blood, marriage or adoption and not more than two unrelated persons living together in a Residence; (b) up to four unrelated individuals living together in a Residence; or (c) more than four unrelated individuals living together in a Residence in a group housing arrangement that is specifically protected by the Utah Fair Housing Act or Federal Fair Housing Act and has been designated and licensed as such by the State of Utah.

1.31 “Utah Community Association Act” or the “Act” shall refer to the applicable provisions of the Community Association Act described in Utah Code § 57-8a-101 et seq., as amended from time to time.

ARTICLE 2

MEMBERSHIP IN THE ASSOCIATION

2.1 Membership. Every owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the

Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; provided, however, that a Member's voting rights and privileges in the Common Areas may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Utah County Recorder's office.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have one class of Members. Each Member shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of a quorum of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

ARTICLE 3

COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner

of such Lot at the time when the Assessment fell due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Lot shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Lot.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration.

3.3 Regular Assessments. Prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the upcoming fiscal year and, based on such estimate, determine the amount of the Regular Assessment to be paid by each Owner. In the event the Board shall determine that the estimate of total charges for the current year is or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due.

The amount and timing of payment of Regular Assessments shall be determined by the Board. However, unless the Board has determined otherwise and provided notice to the Members, Regular Assessments shall be due in quarterly installments but each Owner may elect to pay his share of the Regular Assessments annually. In the Board's discretion, those paying Regular Assessments annually may receive a discount of up to five percent (5%) off the annualized Regular Assessments.

3.4 Special Assessments. In addition to the Regular Assessments authorized in Section 3.3, the Association may, at the Board's discretion, levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or Capital Improvements. Special Assessments may be levied against one or more individual Lot or against all Lots. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. The Board may, without a vote of the Members, approve Special Assessments up to and not exceeding One-Thousand Dollars (\$1,000.00) per Lot per calendar year.

3.5 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed in a manner that the Board, in its discretion, determines to be in the best interest of the Association. Lots abutting the Common Areas may be assessed at a higher rate than all other Lots. The total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12 month period) by more than 15% without the affirmative vote of Members holding not less than sixty-seven (67%) of the voting power of the Members.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance

of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein; all properties dedicated to and accepted by, or otherwise acquired by a public authority; and the Common Areas.

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

3.9 Board Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

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

3.11 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas. After the Turnover Date, all amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

3.12 Reinvestment Fee. Within thirty (30) days after the effective date of any transfer of

legal title to a Lot, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time. However, notwithstanding the foregoing, the following are not subject to the above referenced reinvestment fee:

- a. an involuntary transfer;
- b. a transfer that results from a court order;
- c. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes;
- d. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- e. the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

ARTICLE 4 **NONPAYMENT OF ASSESSMENTS**

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within fifteen (15) days after the delinquency date, a late charge may be levied in an amount determined by the Board in its discretion and the Assessment plus any late fees shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

- a. The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interests, late fees, costs, and attorney's fees.
- b. The Association may foreclose the Association's lien against the Lot for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to Utah Code § 57-8a-304.
- c. The Association may, after giving notice and an opportunity to be heard in accordance with Utah Code § 57-8a-309(2), terminate an Owner's right to receive utility services for which the Owner pays for as a common expense and access to and use of Common Areas.
- d. Subject to Utah Code § 57-8a-310, the Association may require tenants of a Lot to make future lease payments directly to the Association so long as Assessments remain unpaid for such Lot.

4.3 Other Remedies. The Association shall have all other rights and remedies available by applicable law, including the right to assess fines and suspend voting rights for any period during which any Assessment against an Owner's Lot remains unpaid.

4.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

4.5 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

4.6 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

ARTICLE 5 COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Permitted Use. No Lot shall be used except for single-family, residential purposes. All Buildings must comply with the Design Guidelines.

5.2 Emissions/Discharge, Etc. To maintain a degree of protection of the investment which Owners in the Project make, the following are prohibited within the Project:

a. Emission of smoke, fumes, odors, gases, vapors, steam, dust, sweepings, dirt, cinders, or other particles or substances into the atmosphere which may be detrimental to the health, safety, welfare, or comfort of any Owner or any other person outside the boundaries of the Lot of orientation, to the condition of any other portion of the Property, or to any vegetation within the Property.

b. Discharge of harmful materials into any drainage canal or other waterway which may adversely affect the health, safety, welfare or comfort of any Owner or other person outside the boundaries of the Lot of orientation or the condition of any portion of the Property.

c. Discharge of glare or heat, subsonic or ultrasonic sounds, or atomic, electromagnetic, microwave, ultra-violet, laser or other radiation which may be detrimental to the health, safety, welfare, or comfort of any Owner or any other person outside the boundaries of the Lot of orientation, to the condition of any other portion of the Property, or to any vegetation within the Property.

d. Recurrent or continuous emission of sound or noise from any Lot which may be heard without instruments outside the boundaries of the Lot of orientation and which may adversely affect the welfare or comfort of any Owner or other person outside the boundaries of the

Lot of orientation.

e. Recurrent or continuous ground vibrations perceptible without instruments at any point exterior to the Lot of orientation.

f. Physical hazard by reason of fire, radiation, explosion or other similar cause to either the Property or the surrounding area.

g. Persisting unsightly condition (as determined by the Board in its sole discretion) on or in any Lot which is visible from any street or any other portion of the Property.

h. Unreasonable risk of fire or explosion that increases the casualty insurance premiums for improvements on adjacent Lots.

i. Violation of any applicable statute, ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body.

5.3 **Waste Disposal.** No trash, garbage or waste material, including, but not limited to, scraps, grass, shrub or tree clippings, lumber, metals and plant waste, shall be kept, stored or allowed to accumulate on any portion of the Property except in an approved bin or contained within an enclosed structure appropriately screened from view. All trash, garbage and other waste materials shall be regularly removed from each Lot and the Property. Incineration of trash, garbage, or waste materials on the Property is prohibited; provided, however, that the Association is permitted to burn weeds.

5.4 **Hazardous Materials.**

a. **Restriction on Hazardous Materials.** Any Hazardous Materials brought upon, kept, used, generated, stored, treated, disposed of or released in or about any Lot, or soils or groundwater of the same, by any Owner of such Lot, any Occupant or Permittee of such Owner, or any party acting on behalf of any of them and in a manner which does not comply with applicable Environmental Regulations shall be referred to herein as a "Hazardous Condition." In the event any Hazardous Condition occurs on a Lot, the Owner of such Lot shall promptly take all actions at its sole expense as are reasonably necessary to correct said violation to the satisfaction of the regulating entity.

b. **Indemnity.** If an Owner of a Lot breaches the obligations stated in Section 5.4(a) above or if a Hazardous Condition exists at any time, the Owner of such Lot shall indemnify, defend and hold the Owners of each other Lot within the Property harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses liabilities or losses, including, without limitation, (1) diminution in value of the Property, (2) damages for the loss or restriction on use of usable space or of any amenity of the Property, (3) sums paid in settlement of, payment of, or in order to comply with any claims, suits, actions, judgments, proceedings, or investigations, (4) costs, expenses, reasonable attorneys' fees, consultant fees, expert fees and incidental costs incurred in connection with any of the above or any investigation of site conditions or any cleanup,

remedial, removal or restoration work required by any governmental or quasi-governmental entity. The obligations contained in this ARTICLE 5 shall survive the termination of this Declaration

5.5 Restrictions on Signs. Unless otherwise established by resolution of the Board in Association Rules or another written instrument, the following regulations regarding signs apply: No signs or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any Lot or other part of the Project, without the prior inspection and written approval of the Association, except as may be necessary temporarily to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association.

5.6 Pets and Animals. No pets or livestock of any kind shall be raised, bred or kept on any Lot or in the Common Areas except for service animals of Owners or their guests or invitees with disabilities and except that household pets may be kept or housed in Residences when and in the manner expressly permitted by Association Rules. Chickens may also be kept to the extent and in the manner allowed by local City ordinances and Association Rules however, no chickens may be kept on any Lot abutting Common Area. In no event shall any animal be permitted in any portions of the Common Area unless carried or on a leash. Each owner who keeps an animal on a Lot shall promptly remove all animal waste from the Common Areas and Common Facilities. Each Owner who keeps an animal on a Lot shall indemnify and hold all other Owners and the Association harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Project. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Association will give notice to the Owner of such pet to cause such annoyance to be discontinued; and if such annoyance is not discontinued and corrected, the Association may revoke its permission to keep the pet in the Project and the pet shall be removed therefrom.

5.7 No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Common Areas or other Improvements thereon or thereto, or jeopardize the safety or persons or property or impair any easement or hereditament appurtenant to the Project. The Association shall have authority to create and enforce Association Rules regulating the placement of satellite dishes, outdoor antennas, and other similar appliances for the purpose of addressing legitimate safety concerns in a manner that is no more burdensome to the Owner than necessary. No satellite dishes, outdoor antennas, or other similar appliances shall be larger than one meter in width or shall extend higher than twelve (12) feet above the Owner's roofline unless expressly permitted by resolution of the Board in Association Rules or in another written instrument.

5.8 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

5.9 Prohibition Against Damage and Certain Activities. Except with the prior written

consent of the Association, nothing shall be done or kept on any Lot, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept on any Lot that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

5.10 Private Property on Common Area. No Owner may place or keep a trampoline or any other private property on Common Area. Each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any person accessing such Owner's trampoline or other private property via Common Area or another Lot.

5.11 Commercial Business. Commercial Business shall not be permitted within the Project. However, nothing in this article shall be construed to prevent the Association from entering into contracts with utility providers which contracts would involve installing and maintaining equipment within the Project which may be used for providing services to parties that are not members of the Association. Moreover, nothing in this article shall be construed to prevent an Owner from renting his Lot if otherwise authorized hereby or from using his Lot for a home occupation pursuant to City or County ordinance.

5.12 Restrictions on Leases. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules. All leases shall be in writing. No Residence shall be subjected to time interval ownership. No Owner shall lease less than the entire Lot except that, an Owner who occupies a Residence as his or her primary dwelling may lease an internal accessory dwelling unit within such Residence if and only to the extent permitted by the laws and ordinances of a governing municipality. As used in this section, the terms "internal accessory dwelling unit" and "primary dwelling" shall have the same meaning as provided in Utah Code § 10-9a-511.5.

5.13 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Lots, the Common Areas, and the Project, as such rules and regulation may be modified, amended, and construed by the Association. Each Owner shall be held responsible for the noncompliance of the same by its Permittees, guests, tenants, licensee, or invitees

5.14 Subdivision of Lots. A Lot may not be subdivided without the consent of sixty-seven percent (67%) of all Owners. Each Owner waives the right of partition as may be permitted under applicable law.

5.15 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

5.16 No Hazardous Activity. No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

5.17 Obstructions to Vision at Intersections. Except for the fence on the RV Lot, no fence, wall, hedge, tree, shrub, planting, or other structure, which unduly obstructs lines-of-sight, shall be placed or permitted to remain on any corner formed by the intersection of streets. The Board, in its sole discretion, may determine whether an obstruction creates a safety hazard.

5.18 Exterior Clotheslines. Exterior clotheslines are prohibited.

5.1 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents and trailers without the prior written consent of the Board of Directors.

ARTICLE 6

GENERAL CONSTRUCTION REQUIREMENTS

6.1 Construction of Improvements on Each Lot. All work performed in the construction, maintenance, repair replacement, alteration or expansion of any Improvement on a Lot shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Lot, or part thereof, to or from any of the Common Areas, (b) construction work being performed on any other Lot; or (c) the use, enjoyment or occupancy of any other Lot. Any replacement, alteration or expansion of any Improvement on a Lot shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located on any other Lot to be in violation of any such laws, rules, regulations, orders or ordinances. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot shall be done in a good and workmanlike manner and in accordance with engineering standards.

6.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Lot.

ARTICLE 7

DUTIES AND POWERS OF THE ASSOCIATION

7.1 Organization of the Association. The Association has been or will be organized as a nonprofit corporation pursuant to the Utah Nonprofit Corporation Act. If, at any time, such nonprofit corporation is dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. To the greatest extent possible, the successor unincorporated association shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association. Notwithstanding the foregoing, upon dissolution of the nonprofit corporation, the Board, in its sole discretion, may re-incorporate the Association by renewing the dissolved nonprofit corporation or by incorporating a new nonprofit corporation with a name that is substantially similar to the previously dissolved nonprofit corporation and with Articles that adopt the Declaration and Bylaws and that are otherwise substantially similar to the Articles of the previously dissolved nonprofit corporation. In the event that the Board incorporates a new nonprofit corporation as described above, the new nonprofit corporation shall be a successor of the previously dissolved nonprofit corporation and all of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the new nonprofit corporation.

7.2 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided in Section 7.2 below, which shall include the establishment of a system of fines or penalties enforceable as Individual Assessments;

b. acquire, maintain and otherwise manage all of the Common Areas, Common Facilities, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain, including, without limitation, the landscaped areas, the roadways, the sidewalks and the parking areas, as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

c. pay any real and personal property taxes and other charges assessed against the Common Areas unless the same are separately assessed to the Owners;

d. obtain, for the benefit of the Common Areas, all water, gas and electric, refuse collections and other services;

e. grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Property as provided in ARTICLE 13 below;

f. contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

g. delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

h. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

i. have the power of entry (including any easement necessary to exercise such power) upon any Lot where necessary in connection with construction, maintenance or repair for the benefit of the Common Areas or the Owners, including the right to maintain or repair any portion of an Owner's Lot or Residence for the benefit of the Common Areas or Owners if, after reasonable notice under the circumstances, the Owner of such Lot fails to sufficiently accomplish the same;

j. at its sole discretion, provide trash pickup and disposal and snowplowing service for the benefit of the Owners and their Lots;

k. acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas, the administration of the affairs of the Association or for the benefit of the Members;

l. at its sole discretion, contract for communication services (e.g., cable television, Internet, telephone, etc.) for the benefit of the Owners who have subscribed for the service; and

m. have the power to establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas to said district.

7.3 Association Rules. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; *provided, however,* that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The

Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

7.4 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; *provided, however*, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

7.5 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

ARTICLE 8 **REPAIR AND MAINTENANCE**

8.1 Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Areas or other land within and about the Project in such a manner and at such times as the Board shall prescribe and shall have a right of entry sufficient to allow accomplishment of the same:

a. maintain, repair, and replace the Common Areas in a clean, safe, and attractive condition at all times, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain;

b. work with the appropriate public utility to facilitate maintenance of any utility easements located within the Common Areas;

c. maintain the public rights-of-way within the Project; and maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote of Members holding not less than sixty-seven percent (67%) of the voting power of the Members.

8.2 Repair and Maintenance by Owner. Every Owner shall:

a. maintain all portions of such Owner's Lot, Residence, and all Improvements thereto including, without limitation, all exteriors, landscaping, and fences and walls appurtenant to his or her Lot, in a clean, safe, and attractive condition, and painted as required at all times and in compliance with this Declaration, the Articles, Bylaws and the Association Rules;

b. repair any structural or visible defects or damages to such Owner's Lot, Residence, and all Improvements thereto;

c. keep such Owner's Lot free from weeds, trash, and debris, and keep all lighting clean and functional.

8.3 Architectural Review Committee and Design Guidelines.

a. The Board may appoint an Architectural Review Committee ("ARC") and may establish provisions related to the ARC in the Association Rules. The ARC may consist entirely or in part of members of the Board. If the Board does not appoint an ARC, the Board shall serve as the ARC. The ARC may prepare or adopt and promulgate on behalf of the Board design and development guidelines (the "Design Guidelines") and application and review procedures applicable to the Association Properties or any portion thereof. The Design guidelines and procedures shall be those of the Association and the ARC shall have the sole and full authority to prepare and to amend the same, subject to approval of the City (if applicable). Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Design Guidelines, the ARC or the Board shall hold a Meeting at which it provides the Members an opportunity to be heard. The ARC or the Board shall deliver to the Members notice of the Meeting and its purpose at least fifteen (15) days prior to the Meeting. The Association shall make copies of the guidelines and procedures available, upon request, to Owners, builders, and developers who seek to engage in development of or construction upon any portion of the Association Properties, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

b. Any construction, alteration, modification, removal or destruction, within the project, including the location of all improvements, must be approved in writing by the ARC prior to the commencement of the same. No person commencing such construction, alteration, modification, removal or destruction prior to receipt of such written approval shall acquire any vested rights in any such improvement. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a Meeting. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

c. The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Design Guidelines. Considerations such as siting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

d. Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

e. Any Owner adversely impacted by action of the ARC may appeal such action to the Board. If, however, the ARC's duties are being carried out by the Board, then no such right to

appeal shall exist.

f. All appeals and hearings shall be conducted in accordance with procedures set forth by the Board by resolution.

g. The ARC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

h. The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Board.

i. Neither the Board nor the ARC shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

8.4 Standards for Maintenance and Construction.

a. Maintenance of the exterior of Buildings and Improvements shall be accomplished in accordance with the Design Guidelines.

b. Throughout any period of construction upon a Lot, the Owner of such Lot shall keep the Lot and all streets used by construction equipment or trucks in a clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, blowing sand and erosion, whether by wind or water, on the Lot and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Lots.

8.5 Right of Association to Maintain and Install. In the event that the need for exterior maintenance or repair of a Residence or the Improvements thereto is caused through the willful or negligent acts of the Owner or the Owner's Occupants or Permittees, the cost of such exterior maintenance or repair shall be assessed against the Owner and his Lot as hereinafter set forth.

a. Upon finding by the Board that the need for exterior maintenance or repair was caused by the willful negligent acts of the Owner or the Owner's Occupants or Permittees, the

Board shall give notice of its finding to the responsible Owner which shall briefly describe the maintenance or repair needed and the willful or negligent acts and set a date for hearing before the Board or a committee selected by the Board for such purpose.

b. Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

c. Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt and which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. If the Board or any committee renders a decision against the responsible Owner, it shall further set a date by which the deficiency is to be corrected by the responsible Owner. A decision of a committee may be appealed to the Board, but a decision of the Board shall be final.

d. If, after a hearing as described herein, the Board reaches a decision that the need for exterior maintenance or repair was caused by the willful or negligent acts of the Owner, its Occupants or Permittees, and the Association pays for such maintenance or repair, such amount shall be an Individual Assessment to the affected Owner and Lot.

ARTICLE 9 INSURANCE

9.1 Insurance Obtained by the Association. The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act, Declaration, and Bylaws, and any additional insurance the Board deems necessary.

9.2 Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the Common Areas against loss or damage.

9.3 Liability Insurance. The Association shall obtain comprehensive general liability (CGL) insurance insuring the Association, the agents and employees of the Association and the Owners, against liability incident to the use, ownership, or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

9.4 Directors and Officers Insurance. The Association shall obtain Directors' and Officers' (D&O) liability insurance protecting the Board of Directors, Architectural Review Committee, other committees, the officers, and the Association against claims of, including without limitation, wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, etc.

9.5 Adjustments. Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

9.6 Insurance by Lot Owners. Each Owner is responsible for obtaining, at such Owner's expense, insurance against his or her liability and property insurance covering his/her Lot, dwelling, other related improvements, and personal property.

9.7 Waiver by Members. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

9.8 Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in ARTICLE 10 hereof. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

ARTICLE 10 DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of Improvements upon the Common Areas, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be insufficient to accomplish such repair or restoration, a Reconstruction Assessment may be levied by the Association to provide the necessary funds or such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event any excess insurance proceeds remain, the Board shall distribute pro rata such excess funds to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of an Owner and the Mortgagee of his Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.

ARTICLE 11 EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be

entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas, the rules as to restoration and replacement of the Common Areas and the improvements thereon shall apply as in the case of destruction of the improvements upon the Common Areas. In the event of a total taking, the Board shall distribute pro rata any award to the Members. The rights of an Owner and the Mortgagee of such Owner's Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

ARTICLE 12 **RIGHTS TO THE COMMON AREAS**

12.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

- a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas.
- b. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than sixty-seven percent (67%) of the voting power of the Members.
- c. The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 12.1(b) above, all or any portion of the Common Areas to said district.

12.2 Waiver of Use. No Member shall be exempt from personal liability for Assessments duly levied by the Association, nor shall such Member's Lot be released from the liens and charges hereof, due to the Member's waiver of use and enjoyment of the Common Areas and Facilities or abandonment of the Member's Lot.

ARTICLE 13 **EASEMENTS**

13.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

- a. Wherever sanitary sewer, water, electricity, gas, telephone and communication

lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Lots owned by others, in or upon said lines of facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot.

c. The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

13.2 Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns.

13.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

a. General, nonexclusive easements for the purpose of pedestrian traffic over, upon, and across any portion of privately-owned property located within the Project which has been improved or made available for such use by the owner of such property.

b. General, nonexclusive easements for the purpose of vehicular traffic over, upon, and across (1) any portion of privately-owned property located within the Project which has been improved or made available for such use by the owner of such property; (2) the public streets and alleys now and hereafter abutting any portion of the Property.

ARTICLE 14

NATURE OF EASEMENTS AND RIGHTS GRANTED

14.1 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

14.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- a. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;
- b. create mutual equitable servitudes upon each Lot in favor of the other Lots;
- c. constitute covenants running with the land; and
- d. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE 15 AMENDMENTS

15.1 Manner of Amending. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing sixty-seven percent (67%) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

15.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

15.3 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence, each Owner thereby gives its full, irrevocable, and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

ARTICLE 16 PARTY WALLS

16.1 Boundary Line between Residences. The boundary line between two (2) Residences shall be deemed to be the center line of the Party Walls of the two (2) Residences notwithstanding the fact that said boundary line for the Residences may not be located precisely upon said center line of the Party Walls. The Owner of each Residence from time to time shall have the full rights of ownership, use and occupancy of such Residence and the Owner of a Residence shall not have any right, title or interest in any part of the other Residences located primarily adjacent to such unit.

16.2 Limitation on Alterations to Party Walls. No Owner of a Residence shall have the right, except with the prior written consent of the adjacent Owner, to (i) make any alteration or

additions to any Party Wall or any part thereof, except non-structural, interior alterations made within the Residence of such Owner's unit, or (ii) take any action which would adversely affect the structural integrity or sound transmission prevention qualities of the Party Walls.

16.3 Exterior of Party Walls – Colors and Materials. The exterior portions of any Party Wall visible outside a Residence shall be of the same color and/or materials as the exterior walls thereof.

16.4 State Law Governs. To the extent inconsistent with the provisions of this Article, the laws of the State of Utah regarding party walls shall be application with respect to each Party Wall.

ARTICLE 17 GENERAL PROVISIONS

17.1 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, Declarant, or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

17.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

17.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

17.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential units on the Property and for the maintenance of the Property and the Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

17.5 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

17.6 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

17.7 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Lot involved in the action.

17.8 Notices. Any notice to be given to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice sent by fax or email shall be deemed delivered the earlier of twenty-four (24) hours after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of five (5) days after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners.

17.9 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Lot and portion thereof. The Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

17.10 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

17.11 Non-liability of Officials. To the fullest extent permitted by law, neither the Board, nor any other committee of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Association adopted this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for and respecting Val Vista Park Homeowners' Association with the necessary approval of Lot owners as required herein, on the 4th day of December, 2023.

VAL VISTA PARK HOMEOWNERS' ASSOCIATION, INC.

BY

TITLE: PRESIDENT

Subscribed and sworn before me on this 4 day of December, 2023.

Keesi Stone
Notary Public

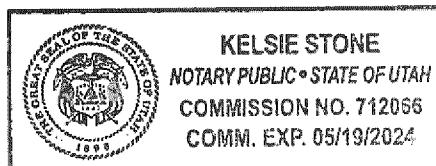


EXHIBIT A
LEGAL DESCRIPTION

Legal Description: Val Vista Park Homeowners' Association

Beginning at a point which is North 16.57 feet and East 1599.96 feet from the West quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 00 deg. 18'02" West 1324.07 feet; thence South 89 deg. 23'56" West 263.38 feet; thence North 01 deg. 51'12" East 118.86 feet; thence North 00 deg. 26'31" West 1058.44 feet; thence South 55 deg. 52'24" East 45.79 feet; thence South 54 deg. 35' 14" East 133.95 feet; thence South 69 deg. 41 '10" East 192.11 feet; thence South 76 deg. 15'51" East 306.46 feet; thence South 75 deg. 03'24" East 564.11 feet; thence South 22.39 feet; thence South 75 deg. 06'30" East 5.62 feet; thence South 02 deg. 08' 10" West 117.62 feet; thence South 00 deg. 31'54" West 644.717 feet; thence South 01 deg. 08'21" West 66.637 feet; thence South 00 deg. 38'23" West 50.22 feet; thence South 00 deg. 25'30" East 1198.11 feet; thence South 89 deg. 24'24" West 897.44 feet to the point of beginning.

ALL OF VAL VISTA PARK PUD SUBDV. PLAT A 2ND AMENDMENT, PLAT B, PLAT C, PLAT D, AND PLAT E, INCLUDING THE FOLLOWING PARCELS:

54:115:0001 THROUGH 54:115:0009

54:115:0011 THROUGH 54:115:0026

54:115:0500

54:124:0052 THROUGH 54:124:0075

54:126:0025 THROUGH 54:126:0038

54:126:0119

54:126:0120

54:134:0039 THROUGH 54:134:0045

54:134:0048 THROUGH 54:134:0051

54:134:0076 THROUGH 54:134:0091

54:134:0094

54:134:0095

54:149:0091 THROUGH 54:149:0115

EXHIBIT B
Certificate of Approval of Amendment

The undersigned, being duly authorized Directors of the Val Vista Park Homeowners' Association, being duly sworn, certify as follows:

1. Attached to this Certification is the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR VAL VISTA PARK, a Planned Unit Development situated in American Fork, Utah County, State of Utah.
2. The Prior Declaration and other proceeding amendment(s) were properly amended by two-thirds (2/3) of the Owner of the Lots as required by Section 9.2 of the Prior Declaration.
3. The Association authorized the recording of the Amended and Restated Declaration with this Certificate.

Dated: November 20, 2023

Val Vista Park Homeowners' Association


Golden Welch

Printed Name: Golden Welch
President of the Board of Directors

EXHIBIT C
Bylaws

**Amended and Restated BYLAWS
OF
VAL VISTA PARK HOMEOWNERS' ASSOCIATION, INC.
UTAH COUNTY, UTAH**

THESE AMENDED AND RESTATED BYLAWS OF VAL VISTA PARK HOMEOWNERS' ASSOCIATION, INC. are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR VAL VISTA PARK ("Declaration").
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to compliment the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I **DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, all terms defined in the Val Vista Park Homeowners' Association Declaration shall have the same meanings when used in these Bylaws.

ARTICLE II **APPLICATION**

All present and future Lot Owners, tenants, or any other persons who may use the facilities in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES III **MEMBERS**

3.1 Annual Meetings. The annual meeting of the Members shall be held each year on a day and at a time established by the Board of Directors which shall be in the month of January unless otherwise designated by the Board. The purpose of the annual meeting is to elect Board Members and transact such other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of

the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by the President or must be called at the request of three (3) Board Members or ten (10) Members. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within twenty (20) days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

3.3 Place of Meetings. The Board of Directors may designate any place in Utah County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than twenty (20) nor less than five (5) days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record

date as the Owners of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

3.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast at least twenty percent (20%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than three (3) weeks after the set time for the original meeting.

3.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. Each Member shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver

on any notice requirements.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

ARTICLE IV **BOARD OF DIRECTORS**

4.1 General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable

4.2 Number, Tenure, and Qualifications. The Board of Directors shall be composed of three (3) or five (5) persons, each of whom shall be an owner of a Lot in the Project and shall meet the qualifications in the Declaration. Each Board Member shall hold his position for two (2) years or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

4.3 Regular Meetings. The Board of Directors shall hold regular Meetings at least once every six (6) months, at the discretion of the Board of Directors. The Board of Directors may designate any place in Utah County, Utah as the place of Meeting for any regular Meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the Meeting shall be at the residence of the President of the Association.

4.4 Special Meetings. Special Meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special Meetings of the Board of Directors may fix any place, within Utah County, as the place for holding the Meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a Meeting.

4.5 Notice to Owners of Meetings of the Board of Directors. The Board of Directors shall cause written notice of the date, time, and place for all Meetings of the Board of Directors to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the Meeting except that, when a Meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the Meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address provided to the Association. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the Meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means.

4.6 Meetings of the Board of Directors Open to Owners. Each Meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the Meeting.

4.7 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any Meeting of the Board of Directors. The act of a majority of the Board Members present at any Meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.8 Action without a Meeting. Any action that the Board is required or permitted to take at a Meeting of the Board of Directors may be taken without a Meeting. Action taken without a Meeting has the same effect as action taken at a Meeting.

4.9 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

4.10 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board

Members if he or she misses three (3) consecutive Board Meetings without good cause.

4.11 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.10, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.12 Waiver of Notice. Before or at any Meeting of the Board of Directors, any Board Member may waive notice of such Meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any Meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.13 Adjournment. The Board of Directors may adjourn any Meeting from day to day for such other time as may be prudent or necessary, provided that no Meeting may be adjourned for longer than thirty (30) days.

4.14 Nomination and Election of Board Members. Nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the first regular Meeting of the Board of Directors following the annual meeting of the Members. Officers who are also members of the Board of Directors shall serve for a term equal to their term as a Director. Officers who are not also members of the Board shall serve for a term determined by the Board. In the event of failure to choose officers at such regular Meeting of the Board of Directors, officers may be chosen at any regular or special Meeting of the Board of Directors. Each such officer (whether chosen at a regular Meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular

Meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.

5.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special Meeting.

5.6 The President. The President shall be the chief executive of the Association. The President shall preside at Meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any Meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. 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 except in the case of special offices created pursuant these Bylaws.

5.9 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

5.2 Proceeding of Committees. Each Committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

5.3 Quorum and Manner of Acting. At each Meeting of any Committee designated hereunder by the Board of Directors, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any Meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Directors hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors.

5.4 Resignation and Removal. Any Committee Member designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any Committee Member designated by it thereunder.

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

ARTICLE VII

INDEMNIFICATION

7.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determination. To the extent that a person who is or was a Board Member or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made by a quorum of Board Members. If the Board of Directors cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose.

7.4 Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.5 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Board of Directors may establish provisions related to the maintenance of Association records by resolution.

8.1 General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the Meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each Meeting of the Board of Directors, the minutes of the previous Meeting of the Board of Directors shall be presented to the Board of Directors for approval by a majority vote; the minutes of any Meeting of the Members shall be presented to the Board of Directors at the next Meeting of the Board of Directors for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Board of Directors by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of Lots. At any time any Owner or Eligible Mortgagee may, at such Owner's or Eligible Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred in relation to furnishing the information. It is a violation of these Bylaws for an Owner to obtain Association records by means of a records request made in bad faith or for an improper purpose. It is further a violation of these Bylaws for an Owner to obtain records by request and then to use such records in a manner that is inconsistent with his or her stated purpose for obtaining such records.

a. Records Not Subject to Inspection. Prior to inspection from an Owner or a third party, the Association may redact from Association records social security numbers, bank account numbers, or any communication subject to attorney-client privilege.

ARTICLE IX AMENDMENTS

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Utah County

ARTICLE X MISCELLANEOUS PROVISIONS

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

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

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

Dated: November 20, 2023

Val Vista Park Homeowners' Association



Printed Name: Golden W. Wright
President of the Board of Directors

STATE OF UTAH)
) ss
COUNTY OF Utah)

Subscribed and sworn before me this 20 day of November, 2023.

Kelsie Stone
NOTARY PUBLIC

