

RESTATED AND AMENDED
DECLARATION

OF

COVENANTS, CONDITIONS AND
RESTRICTIONS

AND RESERVATIONS OF EASEMENTS

FOR

THE MEADOWS EAST

A PLANNED UNIT DEVELOPMENT

November 2014

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RESERVATIONS OF EASEMENTS
FOR
THE MEADOWS EAST
(A Planned Unit Development)

This Restated and Amended Declaration of Covenants, Conditions, Restrictions and Reservations of Easements for the Meadows East (“Restated Declaration”), is made and executed by and between the Owners of all the Lots and Units in Meadows East, a Planned Unit Development, Phases 5-1 through 5-5 (“Meadows East”) on the date shown below after being voted on and approved by the Owners of Lots and Units in accordance with the governing documents for each of the various phases of Meadows East. The Owners of Lots and Units within Meadows East shall collectively be referred to hereinafter as “Owners”.

RECITALS:

- A. Capitalized terms in this Restated Declaration shall have the meanings defined in Article I.
- B. The Owners or the legal entity of which they are members hold legal title to the Units, Lots and Common Area and improvements located in Weber County, Utah, more particularly described in Exhibit “A” of this Restated Declaration and includes the Common Area that is appurtenant to each Lot or Unit as shown on the Maps for the Meadows East, Phases 5-1 through 5-5, as recorded in the office of the County Recorder for Weber County, State of Utah. The various Units and Lots described in this Restated Declaration are owned by the Owners in fee simple.
- C. As set forth in this Restated Declaration the Owners intend to continue the common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property and the interests therein conveyed as a Planned Unit Development consisting of single family residences in accordance with the terms hereof.
- D. Meadows East was created by recording the “Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for The Meadows East, a Planned Unit Development,” (“Enabling Declaration”) on February 7, 1977, as Entry No. 688478 in Book 1162, Page 358, in the Office of the Weber County Recorder.

- E. Meadows East was expanded to include 20 Condominium Units, located in Phase 5-3, when the “Notice of Addition of Territory and Supplemental Declaration and Bylaws of Covenants, Conditions and Restrictions and Reservations of Easements for the Meadows East, a Planned Unit Development, Condominium Phase 5-3,” (“Phase 5-3 Declaration”) was recorded in the office of the Weber County Recorder on or about January 23, 1978, in Book 1222, beginning on page 74.
- F. The Enabling Declaration was amended by the “Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for The Meadows East, a Planned Unit Development,” (“2001 Amendment”) on June 1, 2001, as Entry No. 1774091 in Book 2143, Page 1552, in the Office of the Weber County Recorder.
- G. The purpose and intent of this Restated Declaration is to restate, replace and amend the Meadows East Enabling Declaration, as well as any amendments thereto, and the Association Bylaws, which shall collectively be referred to herein as the “Governing Documents”, and to subject all Lots, Units, Lot Owners and Unit Owners within Meadows East, including the Phase 5-3 Owners, to one common set of covenants, conditions and restrictions as set forth in this Restated Declaration. The Phase 5-3 Declaration is also being restated and amended in conjunction herewith.

NOW, THEREFORE, to accomplish the Owners’ objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing the Project.¹ Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit “A” to the provisions of this Restated Declaration; the ratification, approval and incorporation of the Meadows East Owners Association, a Utah nonprofit corporation, and the Articles of Incorporation on file with the State of Utah; and, any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify or impair the legal status of the Project.

It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association and all Lot Owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above recitals are hereby approved and accepted as being accurate and shall constitute part of this Restated Declaration.

¹ The Phase 5-3 Declaration shall also be restated, and the Units in Phase 5-3 shall be subject to the provisions of this Restated Declaration and to the Phase 5-3 Restated Declaration.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

- 1.01 **“Architectural Committee”** shall mean the committee created pursuant to Article VIII hereof.
- 1.02 **“Articles of Incorporation”** shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Utah.
- 1.03 **“Association”** shall mean the Meadows East Owners Association, a corporation formed under the Utah Revised Nonprofit Corporation and Act, its successors and assigns. Each owner of a Condominium Unit in Phase 5-3 shall, in addition to being a member of the Association, also be a member of a separate and distinct condominium association known as the Meadows East Phase 5-3 Condominium Owners Association (“Phase 5-3 Condominium Association”).
- 1.04 **“Board”** shall mean the Board of Directors of the Association, elected in accordance with the Bylaws of the Association.
- 1.05 **“Bylaws”** shall mean the Bylaws of the Association, which have been amended in conjunction with the adoption of this Restated Declaration and which are attached hereto as Exhibit “B” and incorporated herein by this reference, as such Bylaws may be amended from time to time.
- 1.06 **“Common Area”** shall mean all the real property and improvements, including without limitation, any recreation facilities, landscaped areas and private roadways and walkways, which are owned by the Association for the common use and enjoyment of all of the Owners and as shown on the Maps. Excluded from the definition of Common Area shall be the Phase 5-3 Condominium Common Areas and the Condominium Limited Common Areas (collectively referred to herein as the “Phase 5-3 Condominium Common Areas”), as shown on the Condominium Phase 5-3 Map, which excluded areas are not owned by and shall not be maintained by the Association.
- 1.07 **“Common Assessment”** or **“Assessment”** shall mean the charge against each Owner and his or her Lot or Unit, representing a portion of the costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Properties, which are to be paid uniformly and equally by each Owner to the Association, as provided herein and may include late fees, interest charges, legal fees and costs, except that Owners of Phase 5-3 Condominium Units shall not be assessed for any Structural Maintenance Areas as defined in Article I, Section 23 of this Restated Declaration. Likewise, Owners of Lots shall not be required to pay any costs Associated with the Phase 5-3 Condominium Common Areas,

which areas are not owned by and shall not be maintained by the Association.

- 1.08 **“Common Expenses”** shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area and those portions of the Units and buildings maintained by the Association (including Assessments thereon), including those costs not paid by the Owner responsible for payment; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefitting the Common Area, and all recreational facilities thereon; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Properties; and the costs of bonding of the member of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Properties, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Properties, for the benefit of all of the Owners.
- 1.09 **“Condominium” or “Condominium Unit”** shall mean and refer to the Condominium Units located within Phase 5-3 of the Meadows East. In Phase 5-3 there are five (5) buildings which each contain 4 Condominium Units each, for a total of 20 Units. All Owners of Units in Phase 5-3 shall be Members of the Association, and shall also be members of the Meadows East Phase 5-3 Condominium Owners Association, which Condominium Association shall be governed by this Restated Declaration and also be governed by the “Restated and Amended Notice of Addition of Territory and Supplemental Declaration and Bylaws of Covenants, Conditions and Restrictions of Easements for the Meadows East, a Planned Unit Development, Condominium Phase 5-3” (“Phase 5-3 Restated Declaration”). The Association does not own and shall not be responsible for the maintenance, repair, upkeep or replacement of the Phase 5-3 Condominiums Common Areas.
- 1.10 **“Family”** shall mean (1) a group of natural person related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not all so related, inclusive of their domestic servants, who maintain a common household in a residence on a Lot.
- 1.11 **“Improvement”** shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, out buildings, walkways, sprinkler pipes, carports, roads, driveway, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning and water-softener fixtures or equipment
- 1.12 **“Lot”** shall mean and refer to any residential lot or parcel of land shown upon any recorded Map or subdivision plat of The Meadows East, with the exception of the Common Area.
- 1.13 **“Manager”** shall mean the person, firm or corporate appointed by the Association hereunder as its agents and delegated certain duties, powers or functions of the Association.

- 1.14 **“Map”** or **“Maps”** shall mean those maps on file in the Weber County, Utah, recorders office for “The Meadows East, a Planned Residential Unit Development”, phases 5-1 through 5-5.
- 1.15 **“Member”** shall mean any person or entity holding a membership in the Association as provided herein.
- 1.16 **“Mortgage, Mortgagee”** shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation, which will be void and reconveyed upon the completion of such performance. The term “Deed of Trust” or “Trust Deed” when used herein shall be synonymous with the term “Mortgage”. The term “Mortgagee” shall mean a person or entity to whom a mortgage is made and shall include the beneficiary of a deed of trust; “Mortgagor” shall mean a person or entity who mortgages his or its property to another (i.e., the maker of a mortgage), and the term “Beneficiary” shall be synonymous with the term “Mortgagee”.
- 1.17 **“Notice and Hearing”** shall mean written notice and a public hearing before a tribunal appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner’s expense, in the manner further provided in the Bylaws.
- 1.18 **“Owner”** shall mean and refer to the person or persons or other legal entity or entities holding fee simple interest of record to any Lot or Unit which is a part of the Properties, including sellers under executory contract of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article X only, unless the context otherwise requires, Owner shall also include the Family, invitees, licensees and Lessees of any Owner.
- 1.19 **“Phase 5-3”** shall mean that portion of the Properties as set forth on the Phase 5-3 Map consisting of 20 Condominium Units and against which the Phase 5-3 Declaration has been recorded.
- 1.20 **“Properties”** shall mean and refer to all of the real property described in the attached Exhibit “A”.
- 1.21 **“Restated Declaration”** shall mean this instrument as it may be amended from time to time.
- 1.22 **“Special Assessments”** shall mean a charge against a particular Owner and his Lot or Condominium Unit, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Restated Declaration, plus interest thereon as provided for in this Restated Declaration.
- 1.23 **“Structural Maintenance Areas”** shall mean, as the same may from time to time exist, the exterior surfaces of all attached row residential townhouse structures, the patio fences, the exterior roofing material of the townhouse structures, the exterior lighting fixtures, and the exterior sidewalks on the Lots; Structural Maintenance Areas shall specifically exclude all

glass areas. Exhibit "C" attached hereto sets forth the responsibility for maintenance, repair and replacement of various parts of the Property.

- 1.24 **"Subdivision"** shall mean a parcel of real property which has been divided or separated into Lots, shown on a recorded Map.
- 1.25 **"Unit"** shall mean and refer to a building located on a Lot designed and intended for use and occupancy as a residence by a single Family, and shall mean and refer to a Condominium Unit when referring to a Unit in Phase 5-3.

The foregoing definitions shall be applicable to this Restated Declaration and also to any Amendment, unless otherwise expressly provided, recorded pursuant to the provisions of this Restated Declaration.

ARTICLE II

OWNERS' PROPERTY RIGHTS

- 2.01 **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:
- a. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Area as set forth in Section 2.03 of this Article.
 - b. The right of the Association to charge uniform and reasonable admission and other fees for the use of the recreational facilities, if any, situated upon a portion of the Common Area; provided, however, that none of the Common Area facilities, recreational facilities, parking spaces or other amenities in the Properties shall be leased to the Owners.
 - c. The right of the Association is accordance with its Articles of Incorporation, Bylaws and this Restated Declaration, with the vote of or written assent of two-thirds (2/3rds) of the members, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, and, subject to the provisions of Article XVI of this Restated Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Mortgagee shall be subordinated to the rights of the Owners.
 - d. The right of the Association to suspend the voting rights and right to use the Common Area facilities by an Owner for any period during which any assessment against his Lot or Condominium Unit remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the

Association, provided that any suspension of such voting rights or right to use the Common Area facilities, shall be made only by the Board of the Association, after notice and an opportunity for a hearing as provided in the Bylaws of the Association.

- e. Subject to the provisions of Article XVI of this Restated Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, release, alienation or transfer shall be effective, unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the voting power of the Association, agreeing to such dedication, release, alienation or transfer has been recorded.
 - f. The right of the Association (by action of the Board) to reconstruct, replace or refinish any improvement or portion thereof upon the Common Area, in accordance with the original design, finish or standard of construction of such improvement, or of the general improvements within the Properties, as the case may be; and not in accordance with such original design, finish or standard of construction only with the vote or written consent of the Owners holding sixty seven (67%) percent of the voting power of the Association.
 - g. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Area.
- 2.02 **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his Family, his tenants, or contract purchasers who reside in his Unit, subject to reasonable regulation by the Board.
- 2.03 **Easements for Parking.** Temporary guest or recreational parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through its officers, committees and agents is hereby empowered to establish “parking” and “no parking” areas within the Common Area, as well as to enforce these parking limitations by all means lawful for such enforcement including the removal of any violating vehicle by those so empowered.
- 2.04 **Easements of Vehicular Traffic.** In addition to the general easements for use of the Common Area reserved herein, every Owner shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets within the Properties, subject to the parking provisions set forth in Section 2.03 hereof.
- 2.05 **Easements for City and County Public Service Use.** In addition to the forgoing easements over the Common Area, there shall be an easement for city, county and federal public services, including but not limited to, the right of the police to enter upon any part of the Common Area for the purpose of enforcing the law.
- 2.06 **Waiver of Use.** No Owner may exempt himself from personal liability for assessments duly

levied by the Association, nor release the Lot, Condominium Unit or other property owned by Association, nor release the Lot, Condominium Unit or other property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot, Condominium Unit or any other property in the Properties.

ARTICLE III

MEMBERSHIP IN ASSOCIATION

- 3.01 **Membership.** Every Owner of a Lot or Condominium Unit shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot or Condominium Unit. Ownership of such Lot, or Ownership of a Condominium Unit in Phase 5-3, shall be the sole qualification for membership in the Association.
- 3.02 **Transfer.** The Association membership held by any Owner of a Lot or Condominium Unit shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot or Condominium Unit, and then only to the purchaser or Mortgagee of such Lot or Condominium Unit. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Member who has sold his Lot or Condominium Unit to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot or Condominium Unit until fee title to the Lot or Condominium Unit is sold and transferred. In the event the Owner of any Lot or Condominium Unit shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. The Board of Directors shall have the right to charge a reasonable Special Assessment against any Owner, and his Lot, equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

ARTICLE IV

VOTING RIGHTS

- 4.01 **Voting Membership.** The Association shall have one class of voting members. All Members shall be entitled to one (1) vote for each Lot or Condominium Unit owned.
- 4.02 **Vote Distribution.** Members shall be entitled to one (1) vote for each Lot or Condominium Unit in which they hold the interest required for membership. When more than one person

holds such interest or interests in any Lot or Condominium Unit, (“co-owner”), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot or Condominium Unit is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot or Condominium Unit shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot or Condominium Unit shall be exercised as the majority of the co-owners of the Lot or Condominium Unit mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot or Condominium Unit where the majority of the co-owners present in person or by proxy and representing such Lot or Condominium Unit cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot or Condominium Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or by the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Restated Declaration and in the Articles of Incorporation and Bylaws of the Association.

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION

- 5.01 **Duty and Powers.** The Association, acting through the Board of Directors, shall have the power and duty to:
- a. Maintain, repair and otherwise manage the Common Area and all facilities, improvements and landscaping thereon in accordance with the provisions of Article VI of this Restated Declaration.
 - b. Maintain all private streets within the Meadows East including cleaning and periodic resurfacing.
 - c. Maintain all private sewer systems within the Common Area.
 - d. Grant easements, rights of way, or strips of land, where necessary, for utilities and sewer facilities over the Common Area to serve the Common Area and the Lots.
 - e. Maintain such policy or policies of liability and fire insurance with respect to the Common Area and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and members and as directed by this Restated Declaration and the Bylaws of the Association.

- f. Employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers and employees. Any such agreement shall be for a term not in excess of one (1) year, subject to cancellation by either party without cause or payment of a termination fee upon ninety (90) days or less written notice.
- g. After fifteen (15) days written notice, without being liable to any Owner, enter upon any Lot, for the purpose of enforcing by peaceful means the provisions of this Restated Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner thereof fails to maintain or repair any such area as required by this Restated Declaration.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

- 6.01 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot or Condominium Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Common Assessments for Common Expenses and, (2) Special Assessments as such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorney fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subject to provisions of this Restated Declaration protecting first mortgagees, the personal obligation for delinquent assessments shall pass to the successors in interest of such Owner. The Board shall establish an Operating Fund for current expenses of the Association and a Common Area Reserve Fund for replacements, painting and repairs (which would not reasonably be expected to recur on an annual or less frequent basis) of the Common Area facilities to the extent necessary under the provisions of this Restated Declaration. The Board shall not commingle the Operating Fund or the Common Area Reserve Fund with one another.
- 6.02 **Purpose of Common Assessments.** The Assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the Common Area and of the Units situated upon the Lots in the Properties as provided herein. The assessments shall also be for an adequate reserve to be used as appropriate for maintenance repairs and replacement of those elements of the common property that must be replaced on a periodic basis. However, disbursements from the Common Area Reserve Fund shall be made by the Board only for the specific purposes specified in this Article VI and as provided under Utah law. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the

Owners. Nothing in this Restated Declaration shall be construed in such a way as to permit the Association to use any Assessments to abate any nuisance or annoyance emanating from outside the boundaries of the Properties. Nothing contained herein shall limit, preclude or impair the establishment of additional Meadows East funds by the Association, so long as the amounts deposited into any such fund are earmarked for specified purposes authorized by this Restated Declaration.

- 6.03 **Damage to Common Area by Owners.** The foregoing maintenance, repairs or replacements within the Common Area arising out of or caused by the willful or negligent act of the Owner, his family, guests or invitees shall be done at said Owner's expense or a Special Assessment therefor shall be made against his Lot or Condominium Unit, unless the damage caused is covered by the Association's insurance, in which case the Owner shall receive the benefit of any insurance coverage, less any deductible to be paid by the Owner as provided under Utah law; provided, however, that the liability of an individual Owner for such damage to the Common Area shall not be absolute, but shall only be that for which the Owner is legally responsible under Utah State law under principles of negligence or intentional torts.
- 6.04 **Maximum Common Assessment.** The annual Common Assessment may be increased by the Board effective January 1 of each year. If the annual Common Assessment is increased by more than ten percent (10%) of the previous year's Common Assessment amount, or if the Board enacts a Special Assessment at any time, the Members may, within 30 days of receiving notice of the increased Common Assessment or of the Special Assessment, request the Board to hold a meeting of the Owners for the purpose of voting in opposition to the increase in the Common Assessment or the Special Assessment. The Board shall call a meeting of the Owners within 30 days of receiving a written request signed by not less than Owners of twenty-five percent (25%) of the Units. At the meeting, upon a favorable vote of 51% or more of all the Owners, the Owners shall vote to (a) reduce the Special Assessment to any amount agreed upon by fifty-one percent (51%) of all the Owners; or (b) limit the Common Assessment to an amount not greater than 10 percent (10%) of the previous year's Common Assessment.
- 6.05 **Notice and Quorum for any Action Authorized Under Section 6.04.** Written notice of any meeting called under Sections 6.04 shall be sent to all Members not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting. At the meeting, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of the votes within the Association shall constitute a quorum. However, when a quorum is present, fifty-one percent (51%) or more of all the Owners must vote to reduce the increase in the Common Assessment or the Special Assessment or the Common Assessment or Special Assessment adopted by the Board shall remain. If the required quorum is not present, the meeting and vote will not proceed and the increase in the Common Assessment or Special Assessment shall be deemed approved by the Owners.
- 6.06 **Uniform Rate of Assessment.** Common Assessments provided for in this Article VI must be fixed at a uniform rate for all Lots and Condominium Units within the Properties except

that Phase 5-3 Unit Owners shall not be assessed for expenses relating to the Structural Maintenance Areas of the Lots; provided, however, that the Association may, subject to the provisions of Section 6.03 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guest or agent. All Common Assessments shall be collected on a regular basis by the Board, at such frequency as the Board shall determine. In spite of this uniformity requirement, Phase 5-3 Owners are required to pay those Assessments needed to maintain the Phase 5-3 Condominium Common Areas even if such Assessments are not uniform with the Assessments for Lot Owners; and Owners of Lots are required to pay those Assessments required to maintain Structural Maintenance Areas even if such Assessments are not uniform with the Assessments for Phase 5-3 Condominium Common Areas.

- 6.07 **Date of Commencement of Common Assessments; Due Date.** The annual Common Assessments provided for herein shall commence as to all Lots and Condominium Units on the first day of the month. The Board shall fix the amount of the annual Common Assessment against each Lot or Condominium Unit at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date if such change. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot or Condominium Unit have been paid. A properly executed certificate of the Association as to the status of assessments against a Lot or Condominium Unit is binding upon the Association as of the date of its issuance.
- 6.08 **Annual Budget.** Annual assessments shall be determined on the basis of a fiscal year beginning January 1st and ending on the following December 31st. On or before December 1st of each year the Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period.

ARTICLE VII

EFFECT OF NON-PAYMENT; REMEDIES OF THE ASSOCIATION

- 7.01 **Unpaid Assessments.** All unpaid installments of a Common Assessment, Special Assessment, late fee, interest charge, or legal fees or costs incurred by the Association relative to an Owner, shall bear interest at the rate of eighteen percent (18%) per annum from fifteen (15) days after the date each such installment became due until paid. The Board shall also have the right to assess a late fee of not more than \$50.00 per month, for each and any Assessment or charge not paid within thirty (30) days following the due date thereof. Multiple late fees shall not exceed \$100 per month. Payments received from delinquent

Owners shall be applied to the Owner's account in the following order: late fees, interest, costs, legal fees, Common or Special Assessment. The failure of the Board to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Restated Declaration, or a release of Owner from the obligation to pay such assessment or any other assessment.

- 7.02 **Lien for Assessment.** All sums assessed to Owners of any Lot or Unit within the Project pursuant the provisions of Article VI or the Act, together with late fees, interest, costs and legal fees as provided herein, constitute a secured and perfected lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Article VII, the Board may but is not required to cause to be prepared a written notice of lien setting forth the amount of the Assessment and the name of the Owner of the Unit and description of the Unit. Such notice shall be signed and acknowledged by a duly authorized officer, agent or attorney for the Association and may be recorded in the office of the County Recorder of Weber County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorney fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Unit which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board shall have the right and power in behalf of the Association to bid in any foreclosure sale and to hold, lease, mortgage or convey the subject Unit in the name of the Association.
- 7.03 **Non-judicial Foreclosure.** The Association shall have the power to conduct nonjudicial foreclosure in order to collect delinquent Assessments as authorized by the Utah Code (currently section 57-8a-302). Each Owner hereby appoints the Association's attorney, Richard W. Jones, as trustee, or such substitute trustee as is designated pursuant to Utah Code Section 57-1-22. Additionally, such Owner empowers such trustee to enforce a lien and to foreclose the lien by the private power of sale provided in Utah Code Section 57-1-27, or by judicial foreclosure. Each Owner further grants to the trustee the power and authority to sell the Lot or Unit of any defaulting Owner to the highest bidder to satisfy such lien as provided for in Utah Code Sections 57-8a-301 through 306.
- 7.04 **No Waiver.** No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area, by claim of a set-off, or abandonment of his Lot.
- 7.05 **Cumulative Remedies.** The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

- 7.06 **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (meaning any recorded mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which the assessment came due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer, unless otherwise provided by law. However, no sale or transfer shall relieve such Lot from liability for any installments of assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

- 8.01 **Members of Committee.** The Architectural Committee, sometimes referred to in this Restated Declaration as the “Committee”, shall consist of three (3) members. Members of the Committee shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed by a vote of the Board at any time without cause. The Board shall have the right to appoint and remove all members of the Committee. In the event a Committee is not appointed, the Board shall act as the Committee.
- 8.02 **Review of Proposed Construction.** No building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Architectural Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a financial burden on the Association. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and upon the agreement by the Owner submitting the same to grant appropriate easements to the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting for procedures for the submissions of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as the cost of the Committee to retain professional assistance in reviewing the plans. The Committee may require such detail in plans and specifications submitted for its review as it

deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval.

- 8.03 **Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.08 of this Article. In the absence of such designation, the vote of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.
- 8.04 **No Waiver of Future Approvals.** The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.
- 8.05 **Compensation of Members.** The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- 8.06 **Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:
- a. Upon the completion of any work for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the Committee.
 - b. Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans it shall notify the Owner in writing of such noncompliance within such sixty-day period, specifying the particulars of noncompliance, and shall require th Owner to remedy the same.
 - c. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed the remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the

Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against such Owner for reimbursement.

- d. If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

8.07 **Non-Liability of Committee Members.** Neither the Committee nor any Member thereof, nor its duly authorized Committee representative shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finished and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

8.08 **Variance.** The Committee may authorize variances from compliance with any of the architectural provisions of this Restated Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provision of this Restated Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE IX

MAINTENANCE AND REPAIR OBLIGATIONS

9.01 **Structural Maintenance Areas.** No improvement, excavation or work which in any way alters the Structural Maintenance Areas from their natural or existing state shall be made or done by any person other than the Association or its authorized agents. The Association shall maintain, or provide for the maintenance in good order and repair of, and shall reconstruct, replace or refinish the improvements within the Structural Maintenance Areas as set forth in the Maintenance Chart attached as Exhibit "C" .

- 9.02 **Maintenance Obligations of Owners.** Subject to the duty of the Association to provide for maintenance as provided in the Maintenance Chart attached as Exhibit “C”, it shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Restated Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore areas subject to his exclusive control, in a neat, sanitary and attractive conditions and as set forth in the Maintenance Chart attached as Exhibit “C”. Areas subject to the exclusive control of a Lot Owner shall be deemed to include, but not be limited to, the interior and all glass portions of the Owner’s Unit and the patio area on that individual Owner’s Lot. In the event that any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Restated Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days prior written notice to the Owner of such Lot, to correct such condition and to enter upon such Owner’s Lot to make such repairs or to perform such maintenance and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Restated Declaration. The Owner shall pay promptly all amounts due for such work and the cost and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments.
- 9.03 **Maintenance Obligations of Association.** Subject to the provisions of Section 9.02 of this Article and the Maintenance Chart attached as Exhibit “C”, the Association shall maintain, or provide for the maintenance of all of the Common Area and all improvements thereon, including recreational facilities, in good order and repair, and shall likewise provide for the painting and minor repair and replacement as necessary of the Structural Maintenance Areas, commonly metered utilities, the interior and exterior of the recreation building, and any and all utility laterals and buildings. In addition to building maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which is on the Common Area at the time that it is conveyed to the Association and on an Owner’s Lot up to the foundation lines of the residential Unit and up to the fences surrounding the enclosed patio areas. The Association shall further maintain, reconstruct, replace and refinish any paved surface in the Common Area. All of the foregoing obligations of Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate.
- 9.04 **Settling.** In the event any Unit within the Association suffers cracks in its walls, ceiling, foundation or any portion of the interior or exterior of the Unit located on Lot, the cost of repair shall be borne solely by the Owner of the Unit so affected. Should a crack or failure of a wall or foundation be located in a common wall or party wall serving two or more Units, the Owners of the Units affected shall share the repair costs according to the provisions dealing with Party Walls as set forth in this Restated Declaration.
- 9.05 **Damage and Destruction Affecting Residences - Duty to Rebuild.** If all of or any portion

of any Lot or Unit is damaged or destroyed by fire or other casualty, it should be the duty of the Owner of said Lot or Unit to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

- 9.06 **Variance in Exterior Appearance and Design.** Any Owner who has suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Architectural Committee shall grant such approval only if the design proposed by the Owner should result in a finished residence in harmony with exterior design of other residences on the Properties. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.
- 9.07 **Time Limitation.** The Owner or Owners of any damaged residence, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE X

USE RESTRICTIONS

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions:

- 10.01 **Rules and Regulations.** The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interest of the Owners.
- 10.02 **Attorney Fees Incurred As the Result of Enforcing Rules.** In any legal action brought by the Board against any Unit Owner, tenant, lessee or lessor as a result of a violation of any provision of the Declaration, Bylaws, or the rules and regulations of the Meadows East, or if the Board retains legal counsel or incurs attorney fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Board shall collect any and all attorney fees from the Unit Owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney fees in any action or judicial proceeding. A Unit Owner shall be jointly liable for attorney fees, costs,

or damages, in any action brought against a tenant renting or leasing a Unit from a Unit Owner as a result of any violation by the Unit Owner's tenant. Attorney fees and costs assessed shall constitute a lien against the Unit Owner's Unit in the same manner as Common Assessments constitute liens against Units and may be recorded as such. At least three members of the Board shall give approval before there is any action taken under this paragraph unless such authority is delegated to the president of the Association.

- 10.03 **Tenants Subject to Association Rules.** All leases of Units shall be in writing and shall by reference incorporate the provisions of the Declaration, Bylaws, and rules and regulations into the terms of the lease. All tenants and the leases they sign to lease a unit at the Meadows East shall be subject in all respects to the provisions of the Governing Documents of the Meadows East. Failure of a tenant to comply with the terms of Governing Documents shall be a default under the lease or tenancy.
- 10.04 **Eviction of Tenants.** In the event of the failure of a tenant to abide material terms of the Association's Governing Documents that impact the peace and quiet of other residents at the Meadows East, or that constitute a nuisance or breach of covenants so as to impact the intended use of the Common Area or the ability of other residents to comfortably enjoy living at the Meadows East (and because the Governing Documents constitute an essential part of the terms in a lease between a Unit Owner and a tenant), and if the Unit Owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the Board may institute eviction proceedings after providing notice to the Unit Owner and to the Unit Owner's tenant of a violation and the failure to cure, remedy or cease the conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.
- 10.05 **Single Family Residence.** Each Unit and Lot shall be used as a residence for a single family and for no other purpose.
- 10.06 **Business or Commercial Activity.** No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose; except professional and administrative occupations without external evidence thereof, for so long as such occupations are in conformance with South Ogden City ordinances and are merely incidental to the use of the Unit as a residential home.
- 10.07 **Nuisances.** No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Unit, Lot or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Properties, and the Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment of large power tools,

unlicensed off-road motor vehicles or other items which may unreasonable interfere with television or radio reception of any Owner in the Properties, shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Architectural Committee.

- 10.08 **Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot, without the prior written consent of the Architectural Committee, except one sign for each Unit, of not more than three(3) by two (2) feet, plain white with black block letters, advertising the property for sale or rent. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to the requirements of the South Ogden City ordinances.
- 10.09 **Parking and Vehicular Restrictions.** No Owner of a Lot or Condominium Unit shall park, store or keep any vehicle except wholly within the parking area designated therefor, and any inoperable vehicle shall be stored only in covered carports. No Owner shall park, store or keep on any property or street (public or private) within the Properties any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck and any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board), any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle), upon any uncovered parking space, so as to be visible from anywhere in the Properties (except as otherwise provided by the Board). The above excludes camper trucks up to and including three-quarter (3/4) ton when used for everyday-type transportation and subject to approval by the Board. No Owner of a Lot or Condominium Unit shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Lot or upon the Common Area.
- 10.10 **Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Unit, Lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Restated Declaration, "unreasonable quantities" shall ordinarily means more than two (2) pets per household, provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance or threat to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board to a pound under the jurisdiction of the local municipality in which the Properties are situated and subject to the laws and rules governing said pound, or to a comparable animal

shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area.

- 10.11 **Trash.** No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.
- 10.12 **View Obstructions.** No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.
- 10.13 **Temporary Buildings .** No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence in the Properties, either temporarily or permanently.
- 10.14 **Common Area Facilities.** Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.
- 10.15 **Outside Installations.** No radio station or shortwave operators of any kind shall operate from any Lot or Unit unless approved by the Board. Exterior radio antenna, television antenna, or other antenna may be erected or maintained in the Properties, subject to the approval of the Architectural Committee.
- 10.16 **Americans with Disabilities Act.** Meadows East is committed to following the state and federal law regarding all requirements of the Fair Housing Act and the Americans with Disabilities Act, including but not limited to those provisions dealing with parking, pets (including service animals and assistance animals), and housing, and does not discriminate based on race, sex, religion, color, national origin, disability, source of income or familial status. Meadows East shall make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person suffering from a disability equal opportunity to use and enjoy a unit, or shall permit the disabled person the

opportunity to make reasonable modifications to their unit or the Common Area so as to have equal opportunity and access to Association amenities. If there is any conflict between state or federal law and the Meadows East Restated Declaration, or its Bylaws or Rules, Meadows East will follow the provisions of the state and federal law.

- 10.17 **Insurance Rates.** Nothing shall be done or kept in the Properties which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any property insured by the Association or which would be violation of any law.
- 10.18 **Further Subdivision.** No Owner shall further partition or subdivide his Lot; provided however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease all or any portion of his Lot by means of a written lease or rental agreement subject to the restrictions of this Restated Declaration, so long as the Lot is not leased for transient or hotel purposes; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. The terms of any such lease or rental agreement shall be subject in all respect to the provisions of this Restated Declaration and Bylaws of the Association, and any failure by the Lessee of such Lot to comply with the terms of this Restated Declaration or the Bylaws of the Association shall constitute a default under the lease.
- 10.19 **Drainage.** There shall be no interference with the established drainage pattern over any Subdivision within the Properties, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the drainage which existed at the time the overall grading of the Subdivision was completed, or that which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Lot or Lots in the Properties.
- 10.20 **Water Supply Systems.** No individual water supply, sewage disposal system, or water softener system shall be permitted on any Lot in the Properties unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Weber County Health Department, the Architectural Committee, and all other applicable governmental authorities.

ARTICLE XI

COLLECTION OF DELINQUENT HOA FEES FROM TENANT

- 11.01 **Lease Payment.** In the event an Owner is delinquent in the payment of assessments to Meadows East, as authorized in U.C.A. § 57-8a-310 and § 57-8-53, the Association may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner.

11.02 **Collecting HOA Fees from Renters.** If the Owner of a Unit who is leasing the Unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.

11.03 **Notice to Unit Owner.** The Board shall give the unit Owner written notice of the Board's intent to demand full payment of all delinquent assessments from the Owner's tenant. This notice shall be sent by regular first class mail to the last known address of the Owner, as provided on the records of the Weber County recorder or as provided by the Unit Owner to the Board. The notice shall inform the Owner that all delinquent assessments must be paid to the Association within fifteen (15) days from the date the notice is mailed to the Unit Owner, and if payment is not received within fifteen (15) days, that the Board shall notify the tenant that future lease payments shall be paid to the Association and not to the Unit Owner. The notice shall also state:

- a. the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees;
- b. that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and
- c. that the Association intends to demand payment of future lease payments from the unit Owner's tenant if the unit Owner does not pay the amount owing within 15 days.

11.04 **Notice to Tenant.** If the Unit Owner fails to pay the amount of the assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant informing the tenant that all future payments due from the tenant to the Owner shall be paid to the Association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Unit, (2) mailing a notice to the tenant at the address of the Unit, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to the Unit Owner. The notice provided to the tenant shall also state:

- a. that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Association until the amount owing is paid.
- b. that until notification by the Association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and
- c. the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid.

- d. payment by the tenant to the Association will not constitute a default under the terms of the lease agreement with the Unit Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.
- 11.05 **Disbursement of Funds Collected.** All funds paid to the Association pursuant to the notice shall be deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the unit Owner within five business days of payment in full to the Association.
- 11.06 **Terminating Collection.** Within five business days of payment in full of the assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification shall be mailed to the unit Owner.
- 11.07 **Definition of Lease.** As used in this Article, “lease” or “leasing” means regular, exclusive occupancy of a unit by any person or persons, other than the unit Owner, for which the unit Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

ARTICLE XII

PARTY FENCES AND PARTY WALLS

- 12.01 **Non-Party Fences.** Each fence which is built as part of the original construction of the homes upon the Properties shall be placed on the Lots of the respective Owners, rather than in the Common Area. The Association shall be responsible for reasonable maintenance thereof, as provided herein. Such fences shall not be considered to be Party Fences as herein used.
- 12.02 **General Rules of Law to Apply to Party Fences.** The Owners shall be at liberty to build fences, by agreement among themselves, on the Lot line between adjoining Lots, with the prior approval of the Architectural Committee. These fences shall be called “Party Fences” and shall be subject to this Article XII. To the extent not inconsistent with the provisions of this Article XII, the general rules of law regarding Party Fences and liability for property damage due to negligence or wilful acts or omissions shall apply thereto. The Owner of each Lot adjoining a Party Fence shall be an “Owner” of the fence for purposes of this Article.
- 12.03 **General Rules of Law to Apply to Party Walls.** Each wall which is built as a part of the original construction of the Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XII, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto. The Owner of each Lot adjoining a Party Wall shall be an “Owner” of the wall for purposes of this Article.

- 12.04 **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Fence and Party Wall shall be shared by the Owners in proportion to their ownership thereto.
- 12.05 **Destruction by Fire or Other Casualty.** If a Party Fence or a Party Wall is destroyed or damage by fire or other casualty, any Owner thereof may restore it, and the other Owners thereof shall contribute to the cost of restoration thereof in proportion to such ownership without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.
- 12.06 **Right to contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article XII shall be appurtenant to the land and shall pass to such Owner's successors-in-interest.
- 12.07 **Arbitration.** In the event any dispute arises concerning a Party Fence or a Party Wall, or under the provisions of this Article XII, such dispute shall be resolved as set forth under the provisions of Article XVII herein.

ARTICLE XIII

DAMAGE OR DESTRUCTION TO COMMON AREA

- 13.01 Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Restated Declaration to the contrary:
- a. In the event of damage or destruction to the Common Area, and the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
 - b. If the insurance proceeds are within Ten Thousand Dollars (\$10,000.00) or less of being sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as an Assessment equally against each of the Lot Owners, in accordance with the provisions of this Restated Declaration.
 - c. If the insurance proceeds are insufficient by more than Ten Thousand Dollars (\$10,000.00) to effect total restoration to the Common Area, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore in substantially the same manner as the Improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Assessments against all Lots, (2) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Ten Thousand Dollars (\$10,000.00),

and which is assessable equally to all Owners but which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the provisions of Article XVI, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of the Lots as their respective interests may appear.

- d. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered by insurance which may be sustained by reason of the negligence or wilful misconduct of said Owner or of his family and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint owners to the contrary. The cost of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Common Assessment.

ARTICLE XIV

INSURANCE

- 14.01 **Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the insurance coverage provided herein by companies licensed to do business in the State of Utah.
- 14.02 **Meadows East Subject to Insurance Provisions of the Community Association Act.** As authorized by U.C.A. 57-8a-402(4)(a) of the Community Association Act (“Act”), the Lot Owners at Meadows East hereby subject the Association and the Lots, Buildings and Units within Meadows East to the provisions of the Act wherein the Association shall maintain property insurance on the physical structure of all attached dwellings (Buildings) and Common Areas in the project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, as provided in U.C.A. 57-8a-403(1)(a). The Association hereby incorporates the provisions of the Act as set forth in U.C.A 57-8a-401 through 407. The Association shall determine the amount of the Association's insurance deductible as in the Board's opinion is consistent with good business practice.
- 14.03 **Owner's Personal Insurance.** The Association shall not be responsible for nor purchase insurance coverage on the contents of the Units except as such coverage is provided by the Act. Each Owner is required to obtain insurance (renters or unit owners coverage) for their own protection and benefit and as a requirement of any loan they may have on their Unit, which Owner's insurance is for the purpose of insuring the Owner's personal property, the Owner's share of any Association deductible for which the Owner may be responsible, and for any other insurable event or item not covered under the provisions of the Association's insurance policy as provided in the Act. The Association shall not be required to monitor

or verify that Owners have purchased an individual insurance policy to insure against the liabilities described herein.

- 14.04 **Primary Coverage and Deductible.** If a loss occurs that is covered by the Association's property insurance policy and a Lot Owner's property insurance policy, the Association's policy provides primary insurance coverage and the Lot Owner is responsible for the Association's policy deductible, as set forth in U.C.A. 57-8a-405.
- 14.05 **Notice by Association to Lot Owners.** The Association shall provide fair and reasonable notice to each Lot Owner of the Lot Owner's obligation under the preceding subsection for the Association's policy deductible and of any change in the amount of the deductible.
- 14.06 **Public Liability and Property Damage Insurance.** The Association shall obtain comprehensive public liability insurance coverage for the Project in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project.
- 14.07 **Worker's Compensation Insurance.** The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.
- 14.08 **Fidelity Insurance or Bond.** The Association shall obtain fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees or the Manager, destruction or disappearance of money or securities, and forgery.
- 14.09 **Additional Coverage.** The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required or permitted by the Act or by this Restated Declaration in such amounts and in such forms as the Association may from time to time deem appropriate.
- 14.10 **Adjustment and Contribution.** Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project shall be vested in the Association.
- 14.11 **Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.
- 14.12 **Replacement or Repair of Property .** In the event of damage to or destruction of any part of the Common Area facilities, or other Improvements in the Properties insured by the

Association, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XIII of this Restated Declaration. If such insurance proceeds are insufficient to cover the costs of such repair or replacement of the property damaged or destroyed, the Association may make an Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owners, in accordance with the provisions of Article VI, Section 6.04, of this Restated Declaration. In the event of total destruction of all of the Improvements in the Properties, the proceeds of the insurance carried by the Association shall be divided proportionately among the Lot Owners.

- 14.13 **Waiver of Subrogation.** As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Manager, and the 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 only to the extent that insurance proceeds are received in compensation for such loss.
- 14.14 Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability and bonds and other insurance meeting the requirements for planned unit developments established by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), and the Federal Home Loan Mortgage Corporation (FHLMC), so long as there are any mortgages on any of the Properties.

ARTICLE XV

CONDOMINIUM PHASE 5-3

- 15.01 **Condominium Phase.** Phase 5-3 is a condominium project consisting of 20 Condominium Units. Each owner of a Condominium Unit shall be subject to the provisions of this Restated Declaration, except in those instances where the Phase 5-3 Restated Declaration contains provisions which are clearly and distinctly intended to govern Phase 5-3 to the exclusion of a provision in this Restated Declaration.
- 15.02 **Common Areas.** The Phase 5-3 Map sets forth Common Areas which are part of the Common Areas of the Meadows East. Phase 5-3 also contains Phase 5-3 Condominium Common Areas as set forth on the Phase 5-3 Map. The Phase 5-3 Condominium Common Areas are the sole responsibility of the Phase 5-3 Condominium Association and the Association is not responsible for the maintenance or repair of the Phase 5-3 Condominium Common Areas. However, the Association is authorized to collect from the Phase 5-3 Owners those Assessments made in connection with the Phase 5-3 Condominium Common Areas, which Assessments shall be determined solely by the Phase 5-3 Condominium Association.
- 15.03 **Membership and Voting.** All Owners of Units within the Phase 5-3 shall be members of

the Association, with all the rights, duties, privileges, obligations and restrictions as provided in this Restated Declaration, including full rights and easements of ingress and egress and enjoyment of the Common Areas. Each owner of a Condominium Unit in Phase 5-3 shall also be a member of a separate and distinct condominium association known as the Meadows East Phase 5-3 Condominium Owners Association (“Phase 5-3 Condominium Association”). Owners within the Phase 5-3 Condominium Association shall vote separately to determine the amount of Assessments, including reserves, needed to properly maintain the Phase 5-3 Condominium Common Area, and shall not vote on nor be assessed regarding maintenance of the Association’s Structural Maintenance Areas.

- 15.04 **Management of Phase 5-3.** The Phase 5-3 Condominium Association may contract with the Association or with a property manager for the purpose of managing the affairs of the Phase 5-3 Condominium Association. In the event the Phase 5-3 Condominium Association fails to properly manage the Phase 5-3 Condominium Common Area or to engage a property manager to do the same, the Association shall not be responsible for nor have liability for any claims, damages or cause of action that arise as a result of the Phase 5-3 Condominium Association failing to properly manage the Phase 5-3 Condominium Common Area. Any action or service provided to or in connection with the Phase 5-3 Condominium Common Area by the Association, unless specifically contained in a written contract between the Association and the Phase 5-3 Condominium Association, shall not give rise to a claim by the Phase 5-3 Owners or the Phase 5-3 Condominium Association against the Association.

ARTICLE XVI

MORTGAGE PROTECTION CLAUSE

Mortgage Protection. Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA), the Federal National Mortgage Association (FNMA) to participate in the financing of the sale of Lots within the Properties, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of The Restated Declaration, these added provisions shall control):

- 16.01 **Written Notification.** Each first Mortgagee of a Mortgage encumbering any Lot, at his written request, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Restated Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.
- 16.02 **Right of First Refusal.** Each Owner, including every first Mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any “right of first refusal”.
- 16.03 **Unpaid Assessments.** Each first Mortgagee of a Mortgage encumbering any Lot which

obtains title to such Lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such Lot free and clear of any claims of unpaid assessments or charges against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee, unless otherwise provided by Utah law.

16.04 **Prior Approval.** Unless at least seventy-five percent (75%) of first Mortgagees (based upon one vote for each Mortgage owned), and Owners have given their prior written approval, neither the Association nor the Owners shall:

- a. by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Area and the Improvements thereon, directly or indirectly which are owned by the Association; (The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the transfer of the Common Area or Improvements to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)
- b. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner;
- c. by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Units, the exterior maintenance of the Units, the maintenance of common property party walks, party walls or common fences and driveways, or the upkeep of laws and plantings in the Properties;
- d. fail to maintain Fire and Extended Coverage on insurable Common Area Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost);
- e. use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Improvements;

16.05 **Books.** First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

16.06 **Material Amendments.** All first Mortgagees, upon written request, shall be given (1) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Restated Declaration or the Articles of Incorporation or Bylaws of the Association and prior to the effective date of any termination of an agreement for professional management of the Properties following a decision of the Owners to assume self-management of the Properties; and (2) immediate notice following any damage to the Common Area whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00) and as soon as the Board learns of any threatened condemnation proceedings or proposed acquisition of any

portion of the Properties;

- 16.07 **Taxes.** First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Area property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.
- 16.08 **Priority.** First Mortgagees, pursuant to their mortgages shall have priority over Unit Owners in case of a distribution of insurance proceeds to condemnation awards for losses to or taking of Common Area property.
- 16.09 **Contracts.** In addition to the foregoing, the Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first Mortgages encumbering Lots with Units thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their Units if such agencies approve the Properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.
- 16.10 **Amendments.** Neither this Restated Declaration nor the Articles of Incorporation nor Bylaws of the Association will be amended in such a manner that the rights of any first Mortgagee will be adversely affected.

ARTICLE XVII

DISPUTE RESOLUTION

- 17.01 **Introduction.** It is in the best interest of the Members, the Association, the Board, the officers, and committee members (the “Parties”) to encourage the amicable resolution of disputes arising out of the legal rights and obligations described in this Restated Declaration without the emotional and financial costs of litigation. Each Member and the Association agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the “ADR Procedures”), with respect to any claim, grievance or dispute arising out of or relating to the Governing Documents, (the “Claims”); provided, that a Party may demand arbitration prior to complying with the ADR Procedures if demanding arbitration is required to satisfy the statute of limitations for the Party's Claim. In such an event, the Party demanding arbitration shall simultaneously stay the arbitration until the ADR Procedures have been satisfied.
- 17.02 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:

- a. any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents;
- b. any suit in which any indispensable party is not bound by this Article;
- c. any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessments, Special Assessments, Fines or Common Area fees;
- d. actions by the Association to collect Assessments or other amounts due from any Owner; and
- e. actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Restated Declaration (an "Enforcement Action").

17.03 Procedure for Disputes Between Members.

- a. **Good-Faith Discussion.** The aggrieved Party ("Complainant") shall attempt to resolve the Claim with the other Party ("Respondent") through good-faith discussion.
- b. **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the "Complaint"). The Complaint shall include the following:
 - i. the nature of the Claim, including the parties involved and the Respondent's role in the Claim;
 - ii. a brief description of the discussions of the parties and their attempts to resolve the Claim informally;
 - iii. copies of relevant documents supportive of Complainant's position; and
 - iv. Complainant's proposed resolution or remedy. The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents,

descriptions, explanations or other material supporting the Response.

17.04 **Review by Board.** The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

17.05 **Mediation.**

- a. Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- b. The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then this requirement is deemed to be satisfied.
- c. Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

17.06 **Arbitration.**

- a. All Claims between the Parties not otherwise resolved shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed upon by the Parties in writing, demand for arbitration must be made within thirty (30) days of the mediation or the expiration of the period for holding the mediation as set forth above. Failure to demand arbitration within 30 days is an express waiver of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, and upon such waiver the Board's decision becomes the final and binding resolution of the Claims.
- b. In no event shall a Party be entitled to demand arbitration of a Claim after the time for taking legal action on the Claim has expired.
- c. The arbitration shall be held in the State of Utah at a location agreed upon by the Parties or determined by the arbitrator.

- d. The prevailing Party in the arbitration shall be awarded its reasonable attorneys fees and costs associated with the dispute. Punitive damages, however, shall not be awarded in any dispute. Judgment upon the award rendered by the arbitrator may be entered in any court within the State of Utah.

17.07 **Procedure Subject to Change by Board.** The procedures outlined in this Article may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Governing Documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

17.08 **Procedure for Disputes Between the Association and Members.** Subject to the provisions of Section 17.02 above, any Member who has a dispute with the Association, the Board, the Architectural Committee, or any officer or Member representing one of these groups, and who is not satisfied with the decision of the Association, the Board, or the Architectural Committee, shall follow the procedures outlined in Section 17.03 above.

ARTICLE XVIII

COMMUNITY RULES AUTHORIZING FINES

18.01 **Fines; Authorization.** The Board, is hereby authorized to assess fines against Lot or Condominium Unit Owners who violate provisions in the Meadows East Governing Documents, which consist of the this Restated Declaration, the Association Bylaws, and the Association rules and regulations. Assessment of fines shall be in accordance with the rules and regulations adopted by the Board.

ARTICLE XIX

AMENDMENTS

19.01 **Amendments.** Subject to any rights of the mortgagees hereunder, this Restated Declaration may be amended only by the affirmative vote or written consent, with or without a meeting, of not less than sixty-seven percent (67%) of the Members; provided, however, that the prior written approval of at least sixty-seven percent (67%) of all first Mortgagees must be obtained also, before Article XVI may be amended.

19.02 **Record Date.** For purposes of determining the record Owners when voting to amend this Restated Declaration or the Bylaws, the transfer of ownership shall be deemed to be the date upon which a deed conveying a Lot or Condominium Unit is recorded in the Office of the Weber County Recorder.

ARTICLE XX

GENERAL PROVISION

- 20.01 **Enforcement.** Subject to the provisions of Article XVII, "Dispute Resolution," first being complied with, the Governing Documents may be enforced by the Association or by an Owner as follows:
- a. Breach of any of the covenants contained in Governing Documents and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner or by the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney fees in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.
 - b. The result of every act or omission whereby any of the covenants contained in the Governing Documents are 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 any Owner or by the Association.
 - c. The remedies herein provided by breach of the covenants contained in the Governing Documents shall be deemed cumulative and none of such remedies shall be deemed exclusive.
 - d. The failure of the Association to enforce any of the covenants contained in the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter.
 - e. A breach of the covenants, conditions or restrictions contained in the Governing Documents shall not affect or impair the lien or charge of any bona fide first Mortgage or Deed of Trust made in good faith and for value on any residential Lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.
- 20.02 **Limitation.** The Board shall not enter into any service contract in behalf of the Association for a term in excess of one (1) year without the approval of a majority of Owners.
- 20.03 **Record Retention Policy.** The attached Exhibit "D" shall serve as the record retention schedule for the Association. It shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist, but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.

- 20.04 **Term.** The covenants and restrictions of this Restated Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot or Unit subject to this Restated Declaration, their respective legal representatives, heirs, successors and assigns, perpetually so long as there are mortgages against the Properties. The Owners of a majority of the Lots or Condominium Units may sign and have recorded an instrument in writing agreeing to change such covenants and restrictions in whole or in part as provided herein.
- 20.05 **Interpretation.** The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community recreational facilities and Common Area. 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. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.
- 20.06 **No Public Right or Dedication.** Nothing contained in this Restated Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.
- 20.07 **Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or Condominium Unit or other portion of the Properties does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.
- 20.08 **Reservation of Easements.** Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance and repair of the utilities of adjoining Lot Owners. The Association expressly reserves for the benefit of all of the real property in the Properties, and the Owners, reciprocal easements of access, ingress and egress over all Lots, and over the Common Area, for the use and enjoyment of the Lots in accordance with this Restated Declaration, including without limitation, for installation and repair of utility services, for drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, for maintenance and repair of any Unit. Such easements may be used by purchasers and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Properties, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over his Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage in the event he changes the established drainage over his Lot. For purposes of this Restated Declaration, "Established Drainage" on any Lot is defined as the drainage pattern and facilities in existence at the time the Enabling Declaration was originally recorded. In the

event that any Unit encroaches upon the Common Area and facilities, as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for encroachment and for the maintenance of the same shall exist so long as the encroachment exists. The Lot Owners of each Lot on which there is constructed a Unit along or adjacent to said Lot line shall have an easement appurtenant to said Lot over the Lot line to and over the adjacent Lot, for the purposes of accommodating any natural movement or settling of any Unit located on said Lot, any encroachment of any Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs and architectural features as parts of the original construction any Unit located on said Lot. The Association further expressly reserves for the benefit of the Association, its agents and employees, easements of access, ingress and egress, over the Lots and the Common Area, for the purpose of maintaining, repairing and installing sewer pipelines and laterals, in accordance with the provisions of this Restated Declaration, and as otherwise provided by law.

- 20.09 **Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by mail, or by electronic means as provided in the Bylaws. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.
- 20.10 **Registered Agent.** The Registered Agent for service of process for any action involving the Association shall be the same as the registered agent for the Association as shown on the records on file with the Utah Department of Commerce.
- 20.11 **Severability.** If any phrase contained in this Restated Declaration or provision of any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Restated Declaration or the phrase or paragraph in which it is contained, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.
- 20.12 **Effective Date.** This Restated Declaration shall take effect upon it being filed for record in the office of the County Recorder of Weber County, Utah.

[Signatures on following page]

CERTIFICATION

It is hereby certified that Owners holding at least three-fourths (75%) of the total votes of the Association have voted to approve this Restated Declaration.

IN WITNESS WHEREOF, this ____ day of _____, 2014.

THE MEADOWS EAST OWNERS ASSOCIATION

By _____
President

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On the ____ day of _____, 2014 personally appeared before me _____, who by me being duly sworn, did say that he/she is the President of the Meadows East Owners Association, and that the within and foregoing instrument was signed in behalf of said Association and did duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC

EXHIBIT “A”

LEGAL DESCRIPTION

All of Lots 1 through 11, the Meadows Phase 5-1 (Meadows East), South Ogden City, Weber County, Utah. [07-196-0001 through 07-196-0011]

All of Lots 12 through 19, the Meadows PRUD, Phase 5-2 (Meadows East), South Ogden City, Weber County, Utah. [07-217-0001 through 07-217-0008]

Units 1 through 4, Building “A”, the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0001 through 07-224-0004]

Units 5 through 8, Building “B”, the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0005 through 07-224-0008]

Units 9 through 12, Building “C”, the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0009 through 07-224-0012]

Units 13 through 16, Building “D”, the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0013 through 07-224-0016]

Units 17 through 20, Building “E”, the Meadows East, a Planned Unit Development, Condominium Phase 5-3, South Ogden City, Weber County, Utah. [07-224-0017 through 07-224-0020]

All of Lots 20 through 31, the Meadows Phase 5-4 (Meadows East), South Ogden City, Weber County, Utah. [07-227-0001 through 07-227-0013]

All of Lots 1 through 16, the Meadows Phase 5-5 (Meadows East), South Ogden City, Weber County, Utah. [07-250-0001 through 07-250-0016]

EXHIBIT “B”

BYLAWS

OF

THE MEADOWS EAST

OWNERS ASSOCIATION

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BYLAWS
OF
THE MEADOWS EAST OWNERS ASSOCIATION

Capitalized terms in these Bylaws shall have the same meaning and be defined in accordance with the definitions for such terms as set forth in the Restated Declaration.

ARTICLE I

GENERAL PLAN OF OWNERSHIP

- 1.01 **Name.** The name of the corporation is the Meadows East Owners Association (“Association”). The principal office of the Association shall be located in South Ogden, Weber County, Utah.
- 1.02 **Bylaws Applicability.** These Bylaws are applicable to the Association which constitutes the management of the planned unit development known as the Meadows East, located in South Ogden, Weber County, Utah.
- 1.03 **Personal Application.** All present and future Owners and their tenants, future tenants, employees, and any other person that might use the facilities of the Properties in any manner, are subject to the regulations set forth in these Bylaws and in the Restated Declaration.

The mere acquisition or rental of any Lot or Condominium Unit in the Properties or the mere act of occupancy of any Lot or Condominium Unit in the Properties will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES

- 2.01 **Voting Rights.** The Association shall have one (1) class of voting Membership. Members shall be entitled to one (1) vote for each Lot or Condominium Unit which is subject to assessment, as further provided in the Restated Declaration.
- 2.02 **Majority of Quorum.** Unless otherwise expressly provided in these Bylaws or the Restated Declaration, any action which may be taken by the Association may be taken by a majority of a quorum of the Members of the Association.

- 2.03 **Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of at least twenty-five percent (25%) of the total Membership of the Association shall constitute a quorum of the Membership. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.
- 2.04 **Proxies.** Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed, and upon conveyance by the Member of his Lot or Condominium Unit.

ARTICLE III

ADMINISTRATION

- 3.01 **Association Responsibilities.** The Association shall have the responsibility of administering the Properties, approving the annual budget, establishing and collecting all assessments and arranging for the management of the Properties pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the Manager.
- 3.02 **Place of Meetings of Members.** Meetings of the Members shall be held on the Properties or such other suitable place as close thereto as practicable, in South Ogden, Weber County, Utah, convenient to the Owners as may be designated by the Board.
- 3.03 **Annual Meeting of Members.** The Annual Meeting of Members shall be held on or about November 15th of each year, or at such other times as determined by the Board; provided, however, that if such date should fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members either one, two or three Board members, in accordance with the requirements of Section 4.05 of Article IV of these Bylaws. At the annual meeting, directors shall be elected for a term of two (2) years. Unless a director resigns before the expiration of his term of office, each director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Members may also transact such other business of the Association as may properly come before them. Each first Mortgage of a Lot or Condominium Unit in the Properties may designate a representative to attend all annual meetings of the Members.
- 3.04 **Special Meetings of Members.** Special meetings of the Members may be called at any time by a majority of a quorum of the Board, or upon a petition signed by Members holding at least fifteen percent (15%) of the voting power of the Members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Members holding at least four-fifths (4/5ths) of the

total votes in the Association, either in person or by proxy. Each first Mortgagee of a Lot or Condominium Unit in the Properties may designate a representative to attend all special meetings of the Members.

- 3.05 **Notice of Meetings of Members.** It shall be the duty of the Secretary to provide notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Owner of record and to each first Mortgagee of a Lot which has filed a written request for notice with the Secretary at least ten (10) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. Electronic notice or the mailing of a notice, postage prepaid, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Association property.
- 3.06 **Adjourned Meetings.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be deemed fulfilled regardless of the number of Members who attend the adjourned meeting. Such adjourned meetings may be held without notice thereof as provided in this Article III, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 3.07 **Order of Business.** The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers: (e) reports of committees (f) election of inspector of election; (g) election of directors: (h) unfinished business; and (i) new business. Meetings of Members shall be conducted by the officers of the Association, in order of their priority.
- 3.08 **Action Without Meeting.** Any action, which under the provisions of the Utah Revised Nonprofit Corporation Act may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.
- 3.09 **Consent of Absentees.** The transactions of any meeting of Members, either annual or special, however called and noticed, shall be valid as though had at a meeting duly held at a regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

- 3.10 **Minutes, Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

- 4.01 **Number and Qualification.** The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of either three (3) and or five (5) persons, each of whom must be an Owner of a Lot or Condominium Unit in the Properties. The Board of Directors may increase or decrease, by resolution, the authorized number members of the Board, provided that the Owners shall have the sole right to elect the new Board members. Directors shall not receive any stated salary for their services as directors, provided, however, that (1) nothing herein contained shall be construed to preclude any director from serving the Association in some other capacity and receiving compensation thereof, and (2) any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 4.02 **Powers and Duties.** The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners. The Board shall not enter into any service, contract for a term in excess of one (1) year, without the approval of a majority of Owners.
- 4.03 **Special Powers and Duties.** Without prejudice to such forgoing general powers and duties and such powers and duties as are set forth in the Restated Declaration, the Board is vested with, and responsible for, the following powers and duties:
- a. To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Restated Declaration and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.
 - b. To conduct, manage and control the affairs and business of the Association and to make and enforce such rules and regulations therefore consistent with law, with the Articles of Incorporation, the Restated Declaration and these Bylaws, as the Board may deem necessary or advisable.
 - c. To change the principal office for the transaction of the business of the Association from one location to another within the county of Weber, as provided in Article I hereof; to designate any place within said county for the holding of any annual or special meeting

or meetings of Members consistent with the provisions of Article III, Section 2 hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law.

- d. To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.
- e. To fix and levy from time to time Common Assessments and Special Assessments upon the Owners, as provided in the Restated Declaration; to fix and levy from time to time in any fiscal year Assessments applicable to that year only for capital improvements; to determine and fix the due date for the payment of such assessments, and the date upon which the name shall become delinquent: provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses of the Association and of taxes and assessment upon real or personal property owned, leased controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its Members, in accordance with the provisions of the Restated Declaration. The Board is here by authorized to incur any and all expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association, or welfare of its Members. The funds collected by the Board from the Members, attributable for replacement reserves for maintenance, recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Owners and shall not be commingled with other assessments collected from the Owners. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Restated Declaration. Such Assessments shall be fixed in accordance with the provisions of the Restated Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Restated Declaration.
- f. To enforce the provisions of the Restated Declaration covering the Properties, these Bylaws or other agreements of the Association.
- g. To contract for and pay fire, casualty, errors and omissions, liability, malicious mischief, vandalism, liquor liability and other insurance, insuring the Owners, the Association, the Board and other interested parties, in accordance with the provisions of the Restated Declaration, covering und protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area, and to bond the agents and employees of any management

body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

- h. To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area and to employ personnel necessary for the operation of the Properties, including legal and accounting services, and to contract for and pay for improvements and any recreational facilities on the Common Area. In case of damage by fire or other casualty to the Common Area, if insurance proceeds exceed Twenty-five Thousand Dollars (\$25,000), or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand Dollars (\$5,000.00), then the Board shall obtain firm bids from two or more responsible contractors to rebuild any portions of the Common Area, in accordance with the original plans and specifications with respect thereto, and shall, as soon as possible thereafter, call a special meeting of the Members to consider such bids.
- i. To delegate its powers according to law, and subject to the approval of the Members.
- j. To grant easements where necessary for utilities and sewer facilities over the Properties to serve the Properties.
- k. To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association, The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.
- l. To adopt such Rules and Regulations as the Board may deem necessary for the management of the Properties, which Rules and Regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, and as required by the Community Association Act or other applicable Utah law, and (2) they are posted In a conspicuous place in the Common Area. Such Rules and Regulations may concern, without limitation, use of the Association property, signs, parking restrictions, minimum standards of property maintenance consistent with the Restated Declaration and the procedures of the Architectural Committee; and any other matter within the jurisdiction of the Association as provided in the Restated Declaration: provided however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent wlth the Restated Declaration, the Articles of Incorporation and these Bylaws.

4.04 **Management Agent.** The Board shall appoint for the Association a professional management agent at a compensation established by the Board to perform such duties and

services as the Board shall authorize, including but not limited to, the duties listed in Section 3 of this Article IV.

- 4.05 **Election and Term of Office.** At each annual meeting of the Members at which a quorum is present new directors shall be elected to replace the directors whose terms have expired. Directors shall be elected by written ballot by the Owners as provided in these Bylaws. At the first annual meeting after the Restated Declaration is recorded, the three (3) directors (or two (2) directors if there are only three (3) total Board members) receiving the most votes shall be appointed for a two year term. The remaining Board member(s) shall be appointed to a one year term. Thereafter, at each annual meeting only those Board members whose terms have expired shall be replaced. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at a special meeting of the Members held for that purpose. Each director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. Not more than one Owner of a Unit may serve on the Board at the same time. The persons receiving the greatest number of votes cast by the Members shall be elected as Members of the Board. Cumulative voting is not permitted.
- 4.06 **Books.** The Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. A balance sheet and an operating (income) statement for the Association shall be distributed to each Member (and to any institutional holder of a first Mortgage on a Lot in the Properties upon request) annually.
- 4.07 **Vacancies.** Vacancies in the Board caused by any reason other than the removal of a director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any director, or in case the Members fail to elect the full number of authorized directors at any meeting at which such election is to take place.
- 4.08 **Removal of Directors.** At any regular or special meeting of the Members duly called, any one or more of the director may be removed with or without cause by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Where the entire Board is not removed at one time, no director shall be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of Members entitled to vote is divided by one (1) plus the authorized number of directors. If any or all of the directors are so removed, new directors may be elected at the same meeting. Notwithstanding the foregoing, any director who has been elected to office solely by the votes of pursuant to Section 5 of this

Article IV may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in Members.

- 4.09 **Organization Meeting.** The first regular (“organization”) meeting of a newly elected Board shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the directors at the meeting at which such directors were elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.
- 4.10 **Other Regular Meetings.** Other regular meetings of the Board shall be open to the Members and may be held at such time and place within the Properties as shall be determined, from time to time, by a resolution adopted by a Majority of a quorum of the directors; provided, however, that such meeting shall be held no less frequently than quarterly. Notice of regular meetings of the Board shall be given, to each director, personally or by mail, telephone or electronic means at least seventy-two (72) hours prior to the date named for such meeting, and shall be posted at a prominent place or places within the Common Area.
- 4.11 **Special Meetings.** Special meetings of the Board shall be open to all Members and may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) directors at least seventy-two (72) hours notice shall be given to each director, personally or by mail, telephone or electronic means, which notice shall state the time, place (as here in provided) and the purpose of the meeting, and shall be posted at a prominent place or places within the Common Area. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.
- 4.12 **Waiver of Notice.** Before or at any meeting of the Board any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

- 4.13 **Quorum and Adjournment.** Except as otherwise expressly provided herein at all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.14 **Action Without Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.
- 4.15 **Fidelity Bonds.** The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.
- 4.16 **Committees.** The Board by resolution, may from time to time designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its Members, as well as a chairman, shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board.

ARTICLE V

OFFICERS

- 5.01 **Designation.** The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers other than the President need not be directors. The office of Secretary and Treasurer may be held by the same person, but the office of President and Secretary may not be held by the same person.
- 5.02 **Election of Officers.** The officers of the Association shall be elected annually by the Board at the organization Meeting of each new Board, and each officer shall hold his office at the pleasure of the Board, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and qualified to serve.
- 5.03 **Removal of Officers.** Upon an affirmative vote of a majority of the quorum of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt

of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

- 5.04 **Compensation.** Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent or employee provided that no officer, employee or agent may receive any compensation.
- 5.05 **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power subject to the provisions of Article IV, Section 16, to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association. The President shall be ex officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the Board of these Bylaws of the Association.
- 5.06 **Vice President.** The Vice President shall take the place of the president and perform his duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or these Bylaws of the Association.
- 5.07 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or at such other place as the Board may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board may direct; and the Secretary shall, in general, perform all of the duties incident to the office of Secretary. The Secretary shall give, or cause to be given notice of meetings of the Members of the Association and of Board required by these Bylaws or by law to be given. The Secretary shall maintain a book of members, listing the names and addresses of the Owners as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot or Condominium Unit is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board.
- 5.08 **Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or calling to be kept, full and accurate accounts tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books, belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the

credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board in accordance with the Restated Declaration, shall render to the President and directors, upon request, an account of all of his transactions as Treasurer and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

ARTICLE VI

ELECTRONIC NOTICE OF MEETINGS

6.01 Notification by Website, Email, etc. The Association desires to communicate electronically with Members to the fullest extent possible. Any notice sent to Members under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means as set forth below. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address or other address to which notice was sent. A Member may by written demand require the Association to provide notice to the Lot or Condominium Unit Owner by U.S. mail.

6.02 Notices.

- a. If notice is by mail, it shall be deemed to have been delivered 72 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board for the purpose of service of such notice or to the Lot or Condominium Unit of such person if no address has been given. If notice is by electronic means it shall be deemed to have been delivered 24 hours after the same has been sent. Addresses may be changed by Owners from time to time by notice in writing to the Board.
- b. If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including but not limited to text message, Facebook, Twitter, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings, proposals, documents, amendments and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means of all Association meetings and business to those Owners who do not object to electronic notification in this manner.
- c. If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Home, or by securely

attaching a copy of the notice to the front entry door of the Owner's Home. Hand delivered notice shall be deemed delivered upon delivery.

- 6.03 **Waiver.** Members who (a) request or accept electronic notice, and (b) confirm they have received electronic notice from the Association of any Association business or meeting, are deemed to have waived any defense to or claim against the Association that the Association's electronic notice was not adequate or proper, and may not thereafter challenge or assert that the notice they received was not adequate, proper, or in compliance with the Restated Declaration, the Bylaws, or Utah law.

ARTICLE VII

AMENDMENTS TO BYLAWS

- 7.01 **Amendment.** These Bylaws may be amended in the same manner and subject to the same voting percentages and provisions as set forth in the Restated Declaration pertaining to amendment of the Restated Declaration.

ARTICLE VIII

CONFLICTING PROVISIONS

- 8.01 **Conflicts.** In case any of these Bylaws conflict with any provisions of the laws of the State of Utah, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Restated Declaration and these Bylaws, the Restated Declaration shall control.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall provide any indemnification required or permitted by the laws of Utah and shall indemnify Directors, officers, agents and employees as follows:

- 9.01 **Third Party Litigation.** The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, 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 such Director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney 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 which he reasonably believed to be in or not opposed to 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 judgment, order, settlement, conviction, 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 or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 9.02 **Association Litigation.** The Association shall indemnify any Director or officer of the Association 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 to procure a judgment in its favor by reason of the fact that he is or was such a Director or officer or an employee or agent of the Association, or is or was serving at the request of the Association as Director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney 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 reasonable believed to be in or not opposed to the best interests of the Association, except 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 gross 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, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.
- 9.03 **Expenses.** To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01 or 9.02 of this Article IX, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 9.04 of this Article IX.
- 9.04 **Determination of Right to Indemnity.** Any indemnification under Section 9.01 or 9.02 of this Article IX (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section9.01 or 9.02 of this Article IX. Such determination shall be made (i) by the Board of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

- 9.05 **Advance of Expenses.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX.
- 9.06 **Other Indemnification Rights.** Agents and employees of the Association who are not Directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of the Association.
- 9.07 **Benefitted Parties.** Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE X

MISCELLANEOUS

- 10.01 **Execution of Documents.** The Board, except as in these Bylaw otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instance; and unless so authorized by the Board, no officer, agent, committee member or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.
- 10.02 **Inspection of Bylaws.** The Association shall keep in its office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Owners and all first Mortgagees at all reasonable times during office hours.
- 10.03 **Fiscal Year.** The Fiscal Year of the Association shall be determined by the Board and having been so determined, is subject to change from time to time as the Board shall determine.
- 10.04 **Membership Book.** The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Lot and certificate of membership by an Owner shall be recorded in the book, together with the date on which such ownership was transferred in accordance with the provisions of the Restated Declaration.

ARTICLE XI

SUSPENSION OF PRIVILEGES

- 11.01 **Violation of Governing Documents.** In the event an Owner, tenant or resident violates a material provision of the Restated Declaration, these Bylaws or the Rules and Regulations of the Properties, and after written notice of such alleged failure is given to the Owner, tenant, resident or to anyone alleged to be in default in the manner herein provided, the Board shall have the right upon an affirmative vote of a majority of all members of the Board to suspend or condition said Owner's, tenant's, or resident's right to the use of the Common Area facilities. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) may be imposed for so long as the violation continues. The failure of the Board to enforce the Rules and Regulations of the Properties, these Bylaws or the Restated Declaration shall not constitute a waiver of the right to enforce the same thereafter.

[End of Bylaws]

EXHIBIT “C”

MAINTENANCE CHART

The following chart shows the division of responsibility between the Homeowners Association and the Unit Owners for maintenance, replacement and repair of various parts of the Common Area and Units. This Chart does not apply to the Phase 5-3 Condominium Common Area.

	EXTERIOR	HOA	OWNER
1	Maintain, repair, replace: roof shingles and building siding (not including plywood backing)	X	
2	Maintain and repair exterior brickwork and chimneys	X	
3	Maintain, repair, replace: front steps and sidewalk	X	
4	Maintain, repair, replace: concrete foundations and entrees		X
5	Maintain, repair, replace patio in phase 5-1, 5-2 & 5-4		X
6	Maintain, repair, replace deck floor in phase 5-5	X	
7	Maintain, repair, replace: patio covers		X
8	Maintain, repair, replace: original fences	X	
9	Maintain, repair, replace: rain gutters and down spouts.	X	
10	Painting and repair of patios, decks & balconies		X
11	Maintain, repair, replace, paint: exterior doors, including hinges, frames, thresholds, locks, doorbells and chimes (including shed doors)		X
12	Maintain, repair, replace: garage floors and doors		X
13	Maintain, repair, replace: windows, sliding glass doors, screens and frames		X
14	Maintain, repair, replace: all lights attached to the exterior walls of a Unit		X
15	Maintain, repair, replace: gas and electricity connections from meters to the unit		X
16	Maintain, repair, replace: water system from the outside entry through the foundation throughout the unit		X
17	Maintain, repair, replace: outside water spigots and bibs		X
18	Maintain, repair, replace: phone lines, TV cables, air conditioning, heat pumps.		X
19	Maintain, repair, replace unit owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items		X

	INTERIOR	HOA	OWNER
20	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		X
21	Maintenance, cleaning and repair of venting, chimneys and fireplaces.		X
22	Maintain, repair, replace: electrical system to the city electric meter.		X

23	Maintain, repair, replace: electrical system from the electric meter to all outlets including switches and light fixtures.		X
24	Maintain, repair, replace: plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves serving only that unit.		X
25	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling.		X
26	Repairs of damage resulting from surface water.		X

	GROUNDS	HOA	OWNER
27	Lawn, flowers, trees and shrubs in the common areas.	X	
28	Lawn watering system.	X	
29	Snow removal: (front porch & steps, sidewalks to front door)	X	
30	Snow removal. (Roadways, parking areas, sidewalks)	X	
31	Roadways, parking lots, curbs and gutters, sidewalks and steps.	X	

	OTHER	HOA	OWNER
32	Maintenance and repair of swimming pool	X	
33	Garbage collection.	X	
34	Maintain, repair, replace: water system from the city water meter to the entrance to the exterior wall of each unit.		X
35	Foundation repair ²		X

² If water enters a unit for any reason through a unit's foundation, including but not limited to sprinkler system failure, the unit owner is responsible for repair of the foundation and all expenses associated therewith.

EXHIBIT "D"

Record Retention Schedule

Articles of Incorporation	Permanent
Declaration of Covenants, Conditions, and Restrictions (and amendments)	Permanent
Corporate or Association Bylaws	Permanent
Deeds, Plats, Maps	Permanent
Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members (U.C.A §16-6a-1601 (5)(c))	Permanent
Minutes of all meetings Board	Permanent
Minutes of all annual and special meetings of members	Permanent
Record of all actions taken by the members or Board without a meeting	Permanent
A record of all actions taken by a committee of the Board in place of the Board on behalf of the nonprofit corporations	Permanent
Record of all waivers of notices of meetings of members and of the Board or any committee of the Board	Permanent
Architectural Modifications- Approved and Disapproved	Permanent
Architectural Guidelines (current and past)	Permanent
Association or Community Rules	Current and Past 6 Years
Ownership/Membership Records	Current and Past 6 Years
All written communications to members generally as members	6 years
A list of the names and address of current directors and officers	Current and Past 4 Years
A copy of the most recent annual report delivered to the division under Section (U.C.A §16-6a-1607)	Current and Past 4 Years
Financial records and statements, including invoices, tax returns, checks, etc.	4 years