

WHEN RECORDED MAIL TO:

North HOA Management
2723 South Hwy 89 Suite 1
Wellsville, UT 84339

Parcel Numbers: 07-109-0001 – 0021 and 07-109-COMM

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

LAKWOOD HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION, made this 27 day of May, 2021, by the members
of the association,

WITNESSETH

WHEREAS, the Lakewood Homeowner's Association is an ongoing concern established for the purpose of governing the association of owners who do own real property in the development known at the Lakewood Homeowner's Association.; and,

WHEREAS, the members of Lakewood Homeowner's Association desire to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desire to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, the members of Lakewood Homeowner's Association desire to amend the Declaration of Covenants and Restrictions that have previously governed the operation of the Association

NOW THEREFORE, the members of the Lakewood Homeowner's Association do hereby adopt as the Amended and Restated Declaration of Covenants and Restrictions of the Association the contents of this document.

COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. INWEST TITLE SERVICES, INC. hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the LAKEWOOD HOMEOWNER'S ASSOCIATION, which is duly incorporated as Lakewood Homeowners Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this declaration or any supplemental declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land designated as being held in Private ownership as shown upon the subdivision map of The Properties kept in the office of the Cache County Recorder or any subsequently recorded subdivision plat approved by a majority of the property Owners/Members with each lot being allowed one vote.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residency by a single family including the attached garage.

(f) "Family" shall mean one or more persons related by blood, marriage, or adoption, occupying a living unit and living as a single housekeeping unit.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Articles III, Section 1, hereof.

(i) "Limited Common Area" shall mean a portion of the Common Area specifically designated in this Declaration or the Plat for the exclusive use of Owners and of one or more Lots to the exclusion of other Owners, including areas as may be defined on the

subdivision map or any subsequently adopted and recorded subdivision plat as “common ownership with private right to occupy”. Conveyance of a Lot includes the use of the Limited Common Area designated for the use of the Owner of the Lot. Whether or not indicated on the Plat, the Limited Common Areas shall include appurtenant porches, patios, decks, balconies, and designated parking spaces.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property: The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Logan, County of Cache, State of Utah, and is more particularly described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND BY

THIS REFERENCE INCORPORATED HEREIN

all of which real property shall hereinafter be referred to as “Existing Property.”

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights: The Association shall have one class of voting membership:

Members shall be all those owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment: every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and,
- (c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) The right of individual members to the exclusive use of parking spaces as provided in Section 3 hereof; and,
- (f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose, or condition, and unless written

notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 3. Parking Rights: The Association shall maintain upon the Common Properties or Limited Common Area at least one parking space for each Living Unit. Subject to reasonable rules and conditions, the Association shall designate at least one parking space conveniently located with respect to each Living Unit for the exclusive use of the Members residing therein, their families, and guests. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the exclusive use of such parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with the title to each Living Unit.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular of the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments: The Members may set the maximum amount for annual assessments at an annual or member meeting by a majority vote of the total members participating in a duly called and noticed meeting in person or by proxy provided a quorum of members is present. Notice of any such meeting shall be sent to all

members at the property address and email on file with the Association no less than 30 days before said meeting. As of the date of this Declaration, the initial cap shall be set at \$140/month or \$1,680/year until further amended. Unless otherwise determined by a majority of members of the corporation, authorization for a dues cap increase will become effective January 1 following the annual or special meeting during which an increase in the dues amount was approved. The Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at any amount up to the dues cap limit.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments: Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period

Section 6. Quorum for Any Action Authorized Under Sections 3, 4 and 5. The quorum required for any action authorized by Sections 3, 4 & 5 hereof shall be as follows:

At the First meeting called, as provided in Sections 3, 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum sufficient to take the action authorized in Sections 3, 4 and 5. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the applicable notice requirement, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The amount of the annual assessment, which may be levied for the balance remaining in the first year of assessment, shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number

of months in that year bear to twelve (e.g. fraction 3 remaining months is 3/12 of the annual assessment amount). The same reduction in the amount of the assessment shall apply to the first assessment levied against any property, which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Trustees: The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association, or the office of a property manager employed by the Association, and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a verification in writing setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association: If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action. The Board of Trustees may also establish a late fee to be applied each month that an assessment remains delinquent. Interest, late fees, attorney fees, and other cost of collect may be added to the Owner's obligation regardless of whether a judicial action is initiated and regardless of whether a judgment is obtained.

Section 10. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Reinvestment Fee Covenant: The Association may at any time create, amend, or revoke a rule or regulation to enact a Reinvestment Fee for the benefit of the Association and unit Owners. Any said reinvestment fee shall be dedicated to benefiting the Properties as may be further defined in such a rule or regulation. Only one reinvestment fee shall exist and be enforceable at any given time, and the fee shall not exceed amounts set by the State or National Government. Should such a fee be created, it shall run with the land and bind successors in interest and assigns. Any such fee shall have the assent of two-thirds of the votes of the Membership who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as part of the original construction of the homes 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, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Mediation: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the affected Members may choose to mediate the matter.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee: No building, fence, wall, or other structure shall be commenced, 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 location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fail to approve or disapprove such design and location within sixty-five (65) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance: In addition to maintenance upon the Common Properties, with the exception of areas defined as Limited Common Areas, the Association shall provide exterior maintenance upon each Lot and Living Unit, which is subject to assessment under Article V hereof, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

All installations or modifications of Limited Common Areas shall be approved by the Board of Trustees of the Association or the Architectural Control Committee and shall be subject to the provisions in this Declaration and the design guidelines governing the site location and

architectural design of Living Units, dwellings, buildings, and other structures and improvements within the Project as adopted by the Board or Architectural Control Committee as provided herein. The Association and/or the Board of Trustees of the Association shall have the power and discretion to determine Limited Common Area boundaries if the governing documents are found ambiguous. Unit Owners and Members are responsible for maintaining any areas defined as Limited Common Areas exclusively designated for the use and convenience of their individual Living Units, with the exception that the Association or Board of Trustees may at any time conduct maintenance on any Unit's designated parking space when maintaining other parking areas in the community. The Association and its Board of Trustees reserves the right to restrict access to any and all Limited Common Areas if they are unsafe, and may bill any unit Owner for the cost of any necessary maintenance or repair to restore the Limited Common Areas to acceptable safety standards.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and may be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessments or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Trustees of the Association, when establishing the annual assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours: For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice (48 hours except in an emergency) to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours (between the hours of 8:00 a.m. and 7:00 p.m. is presumed to be reasonable) on any day. Reasonable notice shall be considered given if the Member receives actual notice or a note is affixed to the Member's door, and an electronic communication is sent via email or text message.

ARTICLE IX

OWNER'S OBLIGATIONS AND LIMITATIONS

Section 1. Owner's Obligation to Repair. Except for those portions which the Association is required to maintain and repair hereunder (if any), each owner shall at the owner's expense keep up the interior of his unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition.

The owner shall also, at the owner's own expense, keep the interior of the garage which may belong to his unit and parking spaces reserved to his use as common properties and Limited Common Areas which may be designated for the exclusive use of the owner in a clean and orderly condition. The Association shall not, by virtue of their positions, be responsible to the owner for loss or damage by theft or otherwise of articles which may be stored by the owners in the Common Properties, Limited Common Areas, storage area, garage, or unit.

Section 2. Prohibition against structural changes by owner. The owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all owners. The owner shall not paint or decorate any portion of the exterior of the building or other common area or any portion of the fences, garage, or any other area contained therein without first obtaining written consent of the Association or Architectural Control Committee.

Section 3. Limitation of the use of the units and common and limited common areas. The units and common properties shall be occupied and used as follows:

A. No owner shall occupy or use his unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for occupants and their guests.

B. There shall be no obstruction of the common properties except in the case of designated storage areas. Nothing shall be stored in the common properties without the prior consent of the Association.

C. Nothing shall be done or kept in any unit or in the common properties which will increase the rate of insurance thereon, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common properties which will result in the cancellation of insurance of any unit or any part of the common properties, or which would be in violation of any law. No waste or littering will be committed in the common properties.

D. No sign of any kind shall be displayed to the public view on or from any unit or the common properties, without the prior consent of the Association.

E. Dogs, cats or other household pets may be kept at units subject to rules and regulations adopted by the Association. No other animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common properties.

F. Nothing shall be altered or constructed in or removed from the common properties, except upon the written consent of the Association;

G. None of the rights and obligations of the owners created herein or by the deed creating the unit shall be altered in any way by encroachment due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner if said encroachment occurred due to the willful conduct of said owner.

Section 4. Entry for Repairs. The Association or its agents may enter any unit when necessary in connection with any maintenance, repair, replacement, inspection, or construction for which the Association is responsible, or in the case of any emergency. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association.

Section 5. Smoking and exposure to environmental tobacco smoke. The Board of Trustees of the Association reserves the right to create, amend, and revoke rules and regulations regarding smoking of tobacco and tobacco products, smoking of non-tobacco shisha, use of e-cigarettes, and other smoking-related issues at any time. Tobacco smoke may drift into other Living Units subject to these Covenants.

Section 6. Solar Energy Systems. The Board of Trustees of the Association reserves the right to create, amend, or revoke rules and regulations with regard to solar energy systems or energy conservation equipment at any time. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Lot, Living Unit, dwellings, or adjacent buildings. Regardless of whether a rule or regulation is in place, solar panels or other energy conservation equipment shall not be installed by any unit owner or member without prior approval from the Board of Trustees of the Association, and all costs associated with solar energy systems shall be the sole responsibility of the unit owner benefiting from such equipment.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration are perpetual and shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of the land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. Provided a quorum is present as required below, these covenants and restrictions may be amended by a two-thirds vote of members (one vote per lot) present during an annual or special meeting which has been properly noticed to all members with the proposed amendment to these covenants and restrictions noticed to all members and properly included on the agenda for the meeting. When seeking to amend these covenants a quorum is present if sixty percent (60%) of the members are represented in person or by proxy at

an initial meeting called for the purpose of considering an amendment to these covenants. If at an initial member meeting wherein changes to these covenants are properly noticed and on the agenda, there is a failure to meet the sixty percent (60%) quorum requirement a subsequent special member meeting may be scheduled to occur within 90 days wherein the same covenant changes may be considered by the members provided a reduced quorum requirement of thirty percent (30%) of the members is represented in person or by proxy at the subsequent meeting. Said subsequent meeting shall be notice to all members. When a proposal to amend these covenants is to be heard at a member meeting, notice shall be sufficiently given if notice of the meeting is sent to the mailing address or email address on file for each member which notice should include a copy of the proposed language changes or sufficiently detailed description of the same. It is preferred that notice regarding proposed covenant changes include, where possible, a notice by mail, a notice by email, and a notice of the meeting posted in a conspicuous place upon the common area of the Association. These covenants may also be amended by collecting the signatures of at least sixty percent (60%) of all members (one vote per lot) in attestation that the signing members agree to and vote for the adoption of the written amendment to which the signatures are attached.

Section 2. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Compliance with Covenants, Bylaws and/or house rules, regulations, and administrative provisions. Subject to reasonable compliance therewith by the Association, each unit owner and their occupants shall reasonably comply with the covenants, conditions, and restrictions as set forth in this Declaration and with the Bylaws and/or house rules and with the administrative rules and regulations drafted pursuant thereto, as either of the same may be lawfully amended from time to time. The Association and its Board of Trustees reserves the right to create or amend rules and regulations for the noncompliance with any such documents at any time.

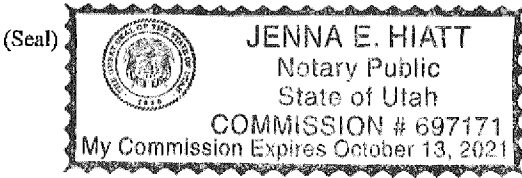
Dated the day and year first above written.

IN WITNESS WHEREOF, we, being Trustees of the LAKEWOOD HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands as of the date below as witness that this document was duly adopted by the members of the association at a meeting called for said purpose.

At least three (3) Trustees must sign:

Date: 4-5-21 Signature: [Signature] Print Name: DL Jukes-Cooper
STATE OF UTAH)
 : ss
COUNTY OF CACHE)

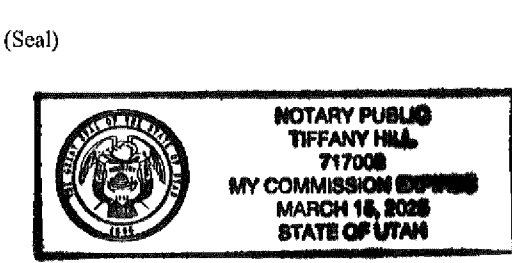
On the above-written date the above-named individual, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that he or she is a Trustee of Lakewood Homeowner's Association, Inc., is authorized by the Association to execute this Declaration, that the same is true and correct to the best of his or her own knowledge and belief, and that the Association is hereby bound by the same.



[Signature]
NOTARY PUBLIC SIGNATURE

Date: 5/4/21 Signature: [Signature] Print Name: Kevin R. Hicken
STATE OF UTAH)
 : ss
COUNTY OF CACHE)

On the above-written date the above-named individual, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that he or she is a Trustee of Lakewood Homeowner's Association, Inc., is authorized by the Association to execute this Declaration, that the same is true and correct to the best of his or her own knowledge and belief, and that the Association is hereby bound by the same.



[Signature]
NOTARY PUBLIC SIGNATURE

Date: 5-26-21 Signature: Margo Karaban Print Name: Margo Karaban

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

See Attached Notarial
Certificate

On the above-written date the above-named individual, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that he or she is a Trustee of Lakewood Homeowner's Association, Inc., is authorized by the Association to execute this Declaration, that the same is true and correct to the best of his or her own knowledge and belief, and that the Association is hereby bound by the same.

(Seal)

NOTARY PUBLIC SIGNATURE

Date: _____ Signature: _____ Print Name: _____

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

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(Seal)

NOTARY PUBLIC SIGNATURE

Date: _____ Signature: _____ Print Name: _____

STATE OF UTAH)
 : ss
COUNTY OF CACHE)

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(Seal)

NOTARY PUBLIC SIGNATURE

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

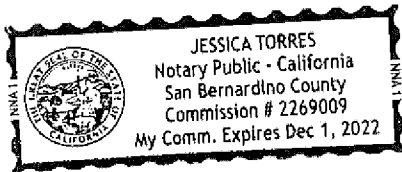
On 05/26/21 before me, Jessica Torres, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Margo Halgren Karaban
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Jessica Torres
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

EXHIBIT "A"

Part of the Southeast quarter of Section 34, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows:

Beginning at a point of Record at the intersection of the East line of Lot 6, Block 22, Plat "A" Logan Farm Survey with the North line of Second North Street, Logan city, Utah, said point being 182.7 feet South of the Northeast corner of said Lot 6, Block 22, and running thence North $88^{\circ} 10'$ West 305.9 feet more or less to the Southeasterly bank of the Logan-Hyde Park Canal; thence Northeasterly following said Bank of canal 401.5 feet more or less to a point in the projected East line of said Lot 6, said point being by measure 182.7 feet North of the point of beginning; thence Southeasterly continuing in said bank of canal 222.0 feet more or less to said North line of Second North Street; thence West 5 chains (by record) North $88^{\circ} 10'$ West 124.3 feet (Measured) to the place of beginning. Containing 1.26 acres.

Including Parcel Numbers: 07-109-0001 – 0021 and 07-109-COMM

BY-LAWS OF
LAKEWOOD HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the LAKEWOOD HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Utah.

Section 2. "The Properties" shall mean and refer to:

SEE ATTACHED EXHIBIT "A" INCORPORATED BY
REFERENCE HEREIN

Section 3. "Common Properties" shall mean and refer to playgrounds, commons, streets, footways, including buildings structures, personal properties incident thereto, and other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at 800 East Center, Logan, Utah.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security f

the performance of an obligation shall not be a member.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded on the 4 day of April, 1977, at 4:09 p.m. as Entry No. 401751 of the records of the Cache County, State of Utah, Recorder.

Section 3. The membership rights of any person whose interest in The Properties is subject to the assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privilege shall be automatically restored. If the directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any person for violation of such rules and regulation for period not to exceed thirty (30) days.

ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership.

Class A. Class Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for

in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on July 1 1978. From and after the happening of these events, which ever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds interests required for membership under Section 1.

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants applicable to the Properties.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

ARTICLE VI

BOARD OF TRUSTEES

Section 1. Number of Members: The business and affairs of this Corporation shall be managed by a Board of Trustees which shall consist of not less than three or more than 20 members. All Board members shall be members of the Corporation as soon as there are five members of the corporation to elect the new trustees. At the inception of the corporation, the Board shall consist of the members named in the Articles of Incorporation, and thereafter the members shall be elected by the membership.

Section 2. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 3. Special Meetings: Special Meetings of the Board may be called by the President or by three members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 4. Quorum: The members shall act only as a Board, and the individual trustees shall have no power as such. A majority of the trustees for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Trustees at any meeting which there is a quorum shall be the act of the Board, except as may be

otherwise provided by law.

Section 5. Order of Business: The Board may from time to time determine the order of business at its meetings.

Section 6. Chairman: At all meetings of the Board, the President, or, in his absence, the Vice-President, or in the absence of both, a Chairman chosen by the trustees present, shall preside.

Section 7. Terms of Members of the Board: The first Board named in the Articles of Incorporation shall serve for one year or until replaced by members of the corporation.

Section 8. Annual Report: The Board after the close of the fiscal year, shall submit to the members of the corporation a report as to the condition of the corporation and its property together with an account of the financial transactions of the past year.

Section 9. Vacancies in the Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the corporation to serve the unexpired term of the vacancy.

ARTICLE VII

OFFICERS

Section 1. Executive Officers: The Executive Officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer. The executive officers shall be elected annually by the Board of Trustees and shall take office immediately after election. They shall be members of the Board of Trustees and members of the Corporation.

Section 2. The President: Subject to the direction of the Board, the President shall be the chief executive officer of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 3. The Vice-President: The Vice-President shall have such power and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice-President.

Section 4. The Secretary: The Secretary shall keep the minutes of all proceedings of the Board and the minutes of the member's meeting in books provided for that purpose; he shall have custody of the corporate seal and the books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary; subject to the control of the Board and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board and the President. He shall perform such other duties as from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sums as the Board may require.

Section 6. Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office

during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE VIII

MEETING OF THE MEMBERSHIP

Section 1. Annual Meetings: There shall be an annual meeting of the membership of the Corporation at such place as may be designated, on the second Friday in September of each year at 8:00 p.m., if not a legal holiday under the laws of the State of Utah, and if a legal holiday then on the next succeeding business day at 8:00 p.m. for the transaction of such business as may come before the meeting.

Section 2. Special Meetings: Special meetings of the membership shall be held whenever called by the Board or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership. Notice of each special meeting, stating the time, place and in general terms the purposes thereof, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3. Proxy: At all corporate meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his interest in The Properties.

Section 4. Quorum: At any meeting of the membership a quorum shall consist of members entitled to cast, or proxies entitled to cast, 50 percent of the votes of each class of

membership, and a majority in amount of such quorum shall decide any question that may come before the meeting.

ARTICLE IX

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

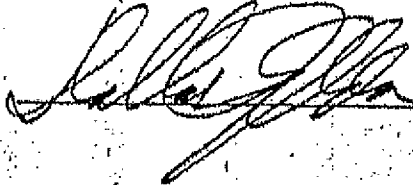
ARTICLE X

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

IN WITNESS WHEREOF, we, being all the Trustees
of the LAKEWOOD HOMEOWNER'S ASSOCIATION, INC., have hereunto
set our hands this ___ day of March, 1977.



Lot 5, Unit 1, LAKEWOOD TOWNHOUSES, as described in that certain "Declaration of Covenants and Restrictions for Lakewood Homeowners Association, Inc." Recorded 4 April, 1977, as Filing No. 401751, in the office of the Recorder of Cache County, Utah; and which unit is further described and depicted in that certain plat of LAKEWOOD TOWNHOUSES recorded 10 February, 1977, as Filing No. 400506, in the office of the Recorder of Cache County, Utah.

Subject However, to:

- a. The provisions of the Utah Condominium Ownership Act.
- b. All provisions of the plat of Lakewood Townhouses herebefore referred to.
- c. All rules and regulations and agreements made and entered into pursuant to the provisions of the said Condominium Ownership Act and said Declaration.