

**WHEN RECORDED, MAIL TO:**

SPRING LEGACY HOMEOWNERS ASSOCIATION  
 c/o CCI Law  
 577 S 150 E  
 Smithfield, Utah 84335



**BYLAWS**  
**SPRING LEGACY HOMEOWNERS ASSOCIATION**  
**(SPRING HOLLOW LEGENDS SUBDIVISION)**

LOTS 14-29 & 36-53 OF SPRING HOLLOW SUBDIVISION as shown in the three plats entitled:  
 (1) SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on April 26, 2017, as Entry No. 370025, and re-recorded on May 8, 2017, as Entry No. 370451, in the recorder's office of Box Elder Country, Utah; (2) SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on June 17, 2021, as Entry No. 434808 in the recorder's office of Box Elder Country, Utah; and (3) SPRING HOLLOW SUBDIVISION PHASE 3 that was recorded on May 24, 2022, as Entry No. 451735, and was re-recorded as Entry No. 452470 in the recorder's office of Box Elder Country, Utah.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
14	06-188-0014	29	06-188-0035	50	06-188-0059
15	06-188-0015	36	06-188-0041	51	06-188-0042
16	06-188-0016	37	06-188-0046	52	06-188-0043
17	06-188-0017	38	06-188-0047	53	06-188-0044
18	06-188-0018	39	06-188-0048		
19	06-188-0019	40	06-188-0049		
20	06-188-0020	41	06-188-0050		
21	06-188-0021	42	06-188-0051		
22	06-188-0022	43	06-188-0052		
23	06-188-0023	44	06-188-0053		
24	06-188-0024	45	06-188-0054		
25	06-188-0025	46	06-188-0055		
26	06-188-0026	47	06-188-0056		
27	06-188-0027	48	06-188-0057		
28	06-188-0034	49	06-188-0058		

# **BYLAWS**

## **SPRING LEGACY HOMEOWNERS ASSOCIATION (SPRING HOLLOW LEGENDS SUBDIVISION)**

EXCEPT IN VERY LIMITED CIRCUMSTANCES

### **OCCUPANCY IS RESTRICTED TO PERSONS 55 YEARS OF AGE AND OLDER**

(Carefully review these Bylaws for IMPORTANT restrictions as this subdivision and its homeowners association are an Active Adult Community.)

EXCEPT IN VERY LIMITED CIRCUMSTANCES

### **RENTALS ARE RESTRICTED**

Carefully read these Bylaws for an explanation of this IMPORTANT prohibition.

# BYLAWS

## SPRING LEGACY HOMEOWNERS ASSOCIATION (SPRING HOLLOW LEGENDS SUBDIVISION)

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**I RECITALS**

- A. WHEREAS, the Spring Hollow Legends Subdivision, An Active Adult Community, (the "Subdivision") was platted in three phases and was formally organized as the SPRING LEGACY HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation (the "Association"); and
- B. WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370026 beginning on Page No. 867 of Book No. 1306, a copy of which is attached as part of **EXHIBIT G**, and was amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision (Spring Legacy Homeowners Association) which was recorded in the Box Elder County recorder's office in the State of Utah on September 6, 2023, as Entry No. 466839 beginning on Page No. 335 of Book No. 1564, a copy of which is attached as part of **EXHIBIT G** (the "Declaration"); and
- C. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 1 (the "Phase 1 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370025, was re-recorded on May 8, 2017, as Entry No. 370451, and identifies Lots 14-28 as lots, and parcels "A" and "B" as common areas, that are situated within the Spring Hollow Legends Subdivision, an Active Adult Community, a copy of which is attached as part of **EXHIBIT G**;<sup>1</sup> and
- D. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 2 & Amendment of Lot 28 of Spring Hollow Subdivision Phase 1 (the "Phase 2 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on June 17, 2021, as Entry No. 434808 and identifies Lots 28, 29, 36, and 51-53 as lots that are situated within the Spring Hollow Legends Subdivision, an Active Adult Community, a copy of which is attached as part of **EXHIBIT G**;<sup>2</sup> and
- E. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 3 (the "Phase 3 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on May 5, 2022, as Entry No. 452570, was re-recorded on May 24, 2022, as Entry No. 452470, and identifies Lots 37-50 as lots, and parcels "C" and "D" as common areas, that are situated within the Spring Hollow Legends Subdivision, an Active Adult Community, a copy of which is attached as part of **EXHIBIT G**;<sup>3</sup> and
- F. WHEREAS, by virtue of being organized as a Utah nonprofit corporation, the Association is subject to the Nonprofit Act as such is defined herein below; and

<sup>1</sup> See the Phase 1 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph. Note that this plat creates the first phase of the Spring Hollow Subdivision that includes two distinct subdivisions: (1) the Spring Hollow View subdivision comprising Lots 1-13; and (2) the Spring Hollow Legends subdivision, an Active Adult Community, comprising Lots 14-28 and Parcels "A" and "B". These Bylaws are applicable only to the Spring Hollow Legends subdivision and its HOA, the Spring Legacy Homeowners Association, a Utah nonprofit corporation.

<sup>2</sup> See the Phase 2 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph. Note that the sentence "The purpose of this survey is to create a Subdivision comprised of Spring Hollow View (Lots 31-35) and Spring Hollow Legends (Lots 28, 29, 35, 51-53)" includes a scrivener's error. The correct sentence, consistent with the first paragraph of the Declaration, is "The purpose of this survey is to create a Subdivision comprised of Spring Hollow View (Lots 31-35) and Spring Hollow Legends (Lots 28, 29, 36 35, 51-53)" where the underlined text is correct and strikethrough text is incorrect. That is, Lot 35 is part of the Spring Hollow View subdivision and Lot 36 is part of the Spring Hollow Legends subdivision.

<sup>3</sup> See the Phase 3 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph.

- G. WHEREAS, pursuant to at least Utah Code 57-8a-102(2), the Association is also subject to the Act as such is defined herein below; and
- H. WHEREAS, there are no known records indicating that the Association has ever adopted bylaws, and the Association has never filed bylaws as required by the Act;<sup>4</sup> and
- I. WHEREAS, the Act and the Nonprofit Act permit the Board to adopt and file the Association's initial bylaws;<sup>5</sup> and
- J. WHEREAS, the Nonprofit Act permits bylaws to "contain any provision for managing the business and regulating the affairs of the nonprofit corporation that is not inconsistent with law or the articles of incorporation;"<sup>6</sup>
- K. THEREFORE, the Board hereby adopts and authorizes the filing of these initial Bylaws by recordation against all Lots and real property within the Association (**EXHIBIT H—Legal Description**) in the recorder's office of Box Elder County, Utah, which Bylaws shall become effective as of the date of their recordation.

## 2 DEFINITIONS

For the purposes of these Bylaws, the following terms shall have the following meanings. Other capitalized terms used herein that are not defined herein shall have the meanings set forth in the Declaration.

- A. "**Act**" means the Utah Community Association Act, Utah Code 57-8a-101 *et. seq.*, as it may be amended from time to time, to which the Association is subject.
- B. "**Action**" or "**action**" means an official action taken, decision made, or thing done by the Association or Board. A "**proposed action**" means a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members, as an action by written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.
- C. "**Articles**" or "**Articles of Incorporation**" means the most recent articles of incorporation or merger of the Association as they may be amended or restated from time to time, and as duly filed with the state in which the Association is incorporated.
- D. "**Assessment**" as used generally herein means a monetary charge, fine, fee, or other amount of any kind imposed or levied against an Owner, Resident, Lot, or Dwelling by the Association, pursuant to applicable law or the Governing Documents, regardless of whether such amount is identified as a Capital Assessment, Individual Assessment, Regular Assessment, Reserve Assessment, Special Assessment, fine, fee, or other charge.

<sup>4</sup> UCA 57-8a-216(1)(a).

<sup>5</sup> UCA 57-8a-216(1) and 16-6a-206(1).

<sup>6</sup> UCA 16-6a-206(2).

- E. **"Association"** means SPRING LEGACY HOMEOWNERS ASSOCIATION, as it may be reincorporated or otherwise reorganized from time to time, and, as the context may require, the property, Directors, Officers, Managers, or other agents of the Association. Further, the term "Master Association" as used in the Declaration means "Association" as that term is defined here.
- F. **"Attorney-in-Fact"** and **"attorney-in-fact"** mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or similar authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner's estate may act with respect to the deceased Owner's Dwelling as if the Owner, for purposes of all meetings, proxies, and voting described in the Governing Documents but not for purposes of eligibility requirements.
- G. **"Board"** or **"Board of Directors"** means the entity, regardless of name, with primary authority to manage the affairs of the Association, also known as the Board of Trustees in the Declaration.
- H. **"Budget"** means, for a given Fiscal Year, an estimate of: (1) the total income from all sources including the Regular Assessment but not Special Assessments or Capital Assessments; (2) the total Common Expenses including amounts to be set aside in the Insurance Fund and Reserve Fund; but (3) not including amounts to be spent on Capital Improvements.
- I. **"Bylaws"** means these bylaws of the Association as they may be amended or restated from time to time, and as duly recorded in the recorder's office of the county in which the Association is located.
- J. **"Capital Assessment"** means an amount assessed from time to time by the Association against each Dwelling in equal amounts for the purpose of accumulating funds for capital improvements in accordance with applicable law, the Declaration, and these Bylaws.
- K. **"Capital Fund"** means money or other highly liquid assets set aside for funding a Capital Improvement(s) to the Project, but not for Common Expenses or projects intended to be funded by the Reserve Fund. Capital Funds shall be maintained in an account separate from other Association funds.
- L. **"Capital Improvement"** means any new Improvement and any significant expansion of or enhancement to an existing Improvement with a useful life of three (3) years or more, but does not mean the maintenance, repair, restoration, or replacement of an existing Improvement.
- M. **"City"** means the city or cities in which the Project is physically situated.
- N. **"Common Area"** means all property within the Project designated as common area in the Plat, the Declaration, or in these Bylaws that the Association owns or maintains for the common use and enjoyment of all Owners including but not limited to any such property reserved for use as parks, playgrounds, roads, parking areas, sidewalks, pathways or trails, buildings, facilities, and open spaces. In particular, the Common Area includes Parcels "A" and "B" as shown in the Phase 1 Plat, Parcels "C" and "D" as shown in the Phase 3 Plat, and all Improvements constructed on such parcels. The terms "Common Areas" and "common areas" as used in the Declaration mean "Common Area" as that term is defined here. The streets in the Project are public streets and are not part of the Common Area or under the control of the Association.

- O. **“Common Expenses”** means, for a given Fiscal Year, the actual or estimated costs, expenses, financial liabilities, and the like incurred or expected to be incurred by or on behalf of the Association. Common Expenses include the costs, expenses, financial liabilities, and the like for: (a) managing, maintaining, repairing, preserving, operating, and protecting the Common Area; (b) meeting the maintenance and other financial obligations of the Association; (c) providing facilities, utilities, services, insurance, and other benefits to the Association, and maintaining the Insurance Fund, as required by applicable law, the Declaration, and these Bylaws; (d) administering and enforcing the Governing Documents; (e) collecting Assessments and other amounts due the Association; (f) operating and managing the Association; and (f) growing the Reserve Fund in accordance with applicable law and the Governing Documents. Common Expenses do not include those incurred or expected to be incurred in a different Fiscal Year, nor do they include the costs of Capital Improvements.
- P. **“County”** means **Box Elder County** in the State of Utah.
- Q. **“Declaration”** means the declaration of covenants, conditions, and restrictions of the Association as they may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.
- R. **“Director”** means an individual who is properly elected or appointed as a member of the Board of Directors in accordance with these Bylaws.
- S. **“Dwelling”** means: (1) a residence and the Lot upon which it is constructed; (2) all rights and easements appurtenant to the residence or the Lot; (3) the Lot itself until a residence is constructed thereon; and (4) any improvements constructed on the Lot that appertain exclusively to the residence or the Lot.
- T. **“Family”** has the same meaning ascribed by the applicable City, County, or other applicable zoning code related to occupants of residential housing, as such may be amended from time to time.
- U. **“Fiscal Year”** means the fiscal year of the Association, which fiscal year begins the first day of January and ends the last day of December of each year.
- V. **“Good Standing”** means: (1) free from any past-due assessments, fines, or other amounts owed to the Association; and (2) free from any unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) of a Lot and the Resident(s) of a Dwelling constructed on the Lot are in Good Standing and if the Member's Lot itself is in Good Standing.
- W. **“Governing Documents”** means the Association's duly recorded Declaration, Plat, and Bylaws; the Association's Articles of Incorporation; the duly adopted Resolutions of the Board or membership of the Association; and the duly adopted Rules of the Association.
- X. **“Improvement”** means a structure or other appurtenance of the Association. Such Improvements include but are not limited to buildings, roads, walkways, parking areas, driveways, sports courts, walls, curbs, garages, storage buildings, fences, lighting, playgrounds, landscaping, pools, and any other amenities, facilities, utilities, systems, installed components, and other appurtenances including

to any of the foregoing. The meaning of Improvement does not include a Dwelling or other improvement on a Lot because such are not the responsibility of or owned by the Association.

- Y. **“Individual Assessment”** means an amount assessed by the Association against a particular Dwelling, Owner, and/or Resident pursuant to applicable law, the Declaration, or these Bylaws.
- Z. **“Insurance Fund”** means money set aside in an amount equal to the amount of the Association’s property insurance policy deductible or, if the deductible exceeds \$10,000, an amount not less than \$10,000, as required by Utah Code 57-8a-405(8).
- AA. **“Lot”** means any residential building lot shown on the Plat including any Dwelling and other improvements constructed thereon. Further, the term “lot” as used in the Declaration means “Lot” as that term is defined herein, unless the context indicates otherwise.
- BB. **“Manager”** means any Person engaged by the Board to manage all or part of the Association. As allowed by law, the Board may delegate any of its duties, powers, and authority to a Manager(s), and acts of the Manager consistent with such delegation shall be considered the acts of the Association and the Board.
- CC. **“Member”** means the Owner of a Lot or, if multiple Owners, all such Owners taken together, such that there is a single Member per Lot and such that notice given to any one such Owner shall be considered notice given to the Member and all such Owners.
- DD. **“Minutes”** means an official record of: (1) an action taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, of a meeting of a committee; (2) an action taken by written ballot; and (3) an action taken without a Board meeting. Minutes should include: (4) the name of the Association; (5) the type of meeting or a description of the proposed action; (6) the date, time, and place of the meeting or events related to the proposed action; (7) the names of the Directors, Officers, and Owners or their proxies or attorneys-in-fact present at the meeting or involved in an action; (8) whether a quorum was present at the meeting or in the action; and (9) whether the Minutes of a previous meeting or action were approved as read, or as corrected if approved.
- EE. **“Nonprofit Act”** means the Utah Revised Nonprofit Corporation Act, Utah Code 16-6a-101 *et. seq.*, as it may be amended from time to time, to which the Association is subject.
- FF. **“Officer”** means an individual who is elected or appointed as an officer of the Association by the Board in accordance with these Bylaws.
- GG. **“Owner”** means a Person holding a Present Ownership Interest in a Lot. Further, the term “lot owner” as used in the Declaration means “Owner” as the term is defined here. *See also* Attorney-in-Fact and Owner Representative.
- HH. **“Owner Representative”** means an individual who is a director, officer, member, manager, trustee, or other authorized representative of an Owner that is a legal entity. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of all meetings, proxies, voting, and eligibility requirements described in the Governing Documents.



- II. **"Person"** means a natural person (an individual) and a corporation, trust, partnership, company, or other legal entity.
- JJ. **"Plat"** means the one or more plat maps describing the real property of and within the Association as such plats may be amended or restated from time to time, and as duly recorded in the county in which the Association is located. In particular, the term "Plat" includes the Phase 1 Plat, the Phase 2 Plat, and the Phase 3 Plat. Further, the terms "official plat," "recorded plat of the subdivision," "subdivision map," and "map" as used in the Declaration all mean "Plat" as that term is defined here.
- KK. **"Present Ownership Interest"** means, with respect to a Lot, (1) a fee simple interest; (2) a joint tenancy, tenancy in common, or tenancy by the entirety; (3) the interest of a tenant shareholder in a cooperative; (4) a life estate; and (5) an interest held by a beneficiary, as opposed to a trustee or grantor, of a trust by which the Lot is held. Notwithstanding the foregoing, a Present Ownership Interest shall not include a security interest in the Lot such as held under a mortgage, deed of trust, or like instrument.
- LL. **"Project"** means all phases of the Spring Hollow Legends Subdivision as described in the Declaration or these Bylaws, or as shown on the Plat, including the Lots, Dwellings, Common Area, Improvements, easements, and any Association-owned personal property intended for use in connection therewith.
- MM. **"Regular Assessment"** means, for a given Fiscal Year, an amount based on the Budget that is assessed by the Association against the Dwellings sufficient to cover at least the Common Expenses, the Reserve Fund component of the Budget, and the required amount of the Insurance Fund.
- NN. **"Reserve Assessment"** means, for a given Fiscal Year, a component of the Regular Assessment allocated for the Reserve Fund, or other amount assessed from time to time by the Association for the purpose of increasing or replenishing the Reserve Fund.
- OO. **"Reserve Fund"** means money or other highly liquid assets set aside for repairing, restoring, and replacing Common Area elements that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years in accordance with Utah Code 57-8a-211, but not for Common Expenses or Capital Improvements except as provided by Utah Code 57-8a-211(9).
- PP. **"Reserve Study"** means a reserve analysis as defined, described, and required by Utah Code 57-8a-211.
- QQ. **"Resident"** means a natural person who resides in a Dwelling, such a person may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent or family member of, or member of the same household as, any of the foregoing; or (5) any other Person who resides within the Association. A Resident is also known as an Occupant in the Declaration.
- RR. **"Resolution"** means a written instrument of the Association in its capacity as a nonprofit corporation that describes an action(s) taken or provision(s) adopted by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule. A Resolution is void to the extent that it conflicts with applicable law, the Declaration, the Articles of Incorporation, or these Bylaws.

- SS. **“Rule”** means a duly adopted rule as defined by the Act that governs the conduct of Owners or Residents, or the use, quality, type, design, or appearance of Lots or Dwellings. A Rule is not an internal business operating procedure established by the Board for purposes of the operation, administration, control, or regulation of the Association in its capacity as a nonprofit corporation. Nor is a Rule a provision set forth in the Declaration, Articles of Incorporation, these Bylaws, or a contract. Nor is a Rule a provision set forth in a Resolution unless, and then only to the extent, explicitly stated otherwise therein.
- TT. **“Special Assessment”** means an amount assessed from time to time by the Association for the purpose of defraying, in whole or in part, any Common Expenses not reasonably capable of being fully paid from the Regular Assessment or, as applicable, the Insurance Fund or Reserve Fund, including expenses related to emergencies and unexpected financial liabilities, but not for Capital Improvements.
- UU. **“Violation”** means an act or condition that is not in compliance with the provisions of the Governing Documents.

### **3 HOMEOWNERS ASSOCIATION**

#### **3.1 Organization**

The Association is organized as a Utah nonprofit corporation under, and is subject to, the Nonprofit Act, and is also subject to the Act. No portion of the Project is governed by the Utah Condominium Ownership Act. The Association is not a cooperative.

#### **3.2 Active Adult Community—Age Limitations**

##### **3.2.1 Housing for Older Persons**

The Project is designed and intended to be used as “housing for older persons” as defined in the Housing for Older Persons Act (“HOPA”), 42 USC 3607. Each occupied Dwelling is restricted and limited to being occupied by at least one individual who is fifty-five (55) years of age or older (a “Qualified Resident”), subject to the following Age Exception which shall be timely acknowledged in writing by the Board.

##### **3.2.1.1 Age Exception**

Upon the death of a sole Qualified Resident of a Dwelling, the decedent’s underage spouse, sibling(s), or descendant(s) who is at least forty-five (45) years of age, and who was also a Resident of the Dwelling prior to and at the time of the death, shall be allowed to continue residing in the Dwelling along with any others who were also Residents of the Dwelling prior to and at the time of the death (the “Age Exception”).

##### **3.2.1.2 HOPA 80% Rule**

Notwithstanding the above, the Age Exception shall not be available unless, after application of the Age Exception, at least eighty percent (80%) of the occupied Dwellings in the Association will be



occupied by at least one individual who is fifty-five (55) years of age or older as determined in accordance with HOPA.

### **3.2.1.3 Temporary Absence**

For purposes of the foregoing, each individual who is at least forty-five (45) years of age (including any Qualified Occupant), and who was a Resident of the Dwelling prior to and at the time of the death, shall be considered a Resident of the Dwelling whether that individual was or is temporarily absent from the Dwelling due to being on vacation, military deployment, extended sabbatical, or the like, or in a hospital, nursing home, care center, or other facility that was or is providing short-term or long-term care to that individual.

### **3.2.2 Occupancy Limitations**

No more than two (2) individuals shall occupy each Dwelling unless all such individuals are related by blood, marriage, or adoption, and then no more than four (4) such individuals shall occupy the Dwelling. All Residents of each Dwelling shall be at least eighteen (18) years of age, subject to the following Child Exception.

#### **3.2.2.1 Child Exception**

In an Owner-occupied Dwelling and regardless of the two (2) or four (4) individual limit per Dwelling, one or more child under the age of eighteen (18) that is related by blood, marriage, or adoption to the Owner may reside in the Dwelling if the Owner becomes the child's legal guardian due to the death, incapacity, or military deployment of the child's parent(s) or prior legal guardian(s), or due to abandonment of the child by the child's parent(s) or prior legal guardian(s) (the "Child Exception").

### **3.3 Registration**

The Board shall cause the Association to be timely registered in the Utah Department of Commerce Homeowner Associations Registry, and shall cause such registration to be timely updated, in accordance with Section 57-8a-105 of the Act.

### **3.4 Master Association & Sub-Association**

Article 7 of the Declaration refers to "the Master Association and the Sub-Association, if any." There are no sub-associations nor have there ever been. Therefore, the term Master Association as used in the Declaration has the same meaning as the term "Association" as defined in these Bylaws, and the term "Master Association" may be read, written, and referred to simply as "Association."

### **3.5 Power of Sale**

In compliance with Utah Code 57-8a-212(j), the Association hereby conveys and warrants pursuant to Utah Code 57-1-20 and 57-8a-302 to its attorney of record, with power of sale, the Dwellings for the purpose of securing payment of Assessments under the terms of the Declaration, the Bylaws, and the other governing Documents.

### **3.6 Contact Information**

Upon becoming an Owner or a Resident, and upon reasonable later request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (1) their full legal name and, if a legal entity, the State in which it was formed; (2) the address of their primary residence or, if a legal entity, the address of its primary office; (3) the address of the Lot by which they are an Owner or Resident; (4) their email address; (5) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and Resident to timely keep their contact information current with the Association. Owners and Residents that fail to keep their contact information current with the Association, whether or not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing and in violation of this Declaration. In addition to being deemed not in Good Standing, if the Association provides any notice to an Owner or Resident based on outdated contact information that has not been timely updated by the Owner or Resident, such notice shall be considered properly provided.

### **3.7 Duties, Powers, and Obligations**

The Association shall have, exercise, and perform all of the duties, powers, and obligations granted to it under the Nonprofit Act, the Act, other applicable law, the Declaration, the Articles of Incorporation, these Bylaws, and any duly adopted Resolution and Rules. Notwithstanding any of the foregoing, the powers of the Association, exercised through its Board or Members or otherwise, shall be limited and restricted as provided herein.

In general, it is the intent of the Governing Documents that the Association shall have all duties and powers reasonably necessary to regulate and operate the Association and the Common Area for the use, enjoyment, and benefit of the Owners and Residents and their guests and invitees, and to regulate and operate in a manner that keeps the Common Area reasonably safe for such persons. Notwithstanding the foregoing, and except as otherwise provided in the Declaration, the Articles of Incorporation, or these Bylaws, the duties and powers of the Association shall not include, and it is restricted from, monitoring, managing, regulating, or otherwise controlling the health, safety, and welfare of such persons themselves, or any other individual(s), or that of the Association membership as a whole for any purpose whatsoever.

### **3.8 Membership**

Membership in the Association is appurtenant to each Lot; the Owner(s) of a Lot shall at all times be a Member of the Association so long as such Owner(s) holds a Present Ownership Interest in the Lot. An Owner's membership shall automatically terminate when the Owner ceases to hold a Present Ownership Interest in the Lot and, upon transfer of such interest, the new Owner(s) succeeding to such interest shall likewise succeed to membership in the Association.

If more than one Person holds a Present Ownership Interest in a Lot, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportion in which such interests are held.

### **3.9 Voting Rights**

The Association shall have the following two classes of Members. Class A Members are voting members and Class B Members are non-voting Members. Class B votes are not allowed and shall not be counted.

### **3.9.1 Class A Members**

Class A Members—voting Members—shall be Owners, with the exception of Owners that are Class B Members. Each Class A Member shall be entitled to one (1) vote for each Dwelling that Member owns. When more than one (1) Person owns a Dwelling, the single vote for such Dwelling may be cast as they shall determine, but in no event shall fractional voting be allowed—all fractionalized or split votes shall be disregarded.

### **3.9.2 Class B Members**

Class B Members—non-voting Members—shall be any Owner that meets the following criteria: (1) the Owner holds a Present Ownership Interest in at least ten percent (10%) of the total number of Dwellings within the Association; (2) the Owner is a member of a family or extended family in which various members of such family/extended family, taken together, hold Present Ownership Interests in at least ten percent (10%) of the total number of Dwellings within the Association, where such family/extended family members are related by blood, adoption, marriage, cohabitation, or the like; (3) the Owner is owned or controlled in whole or in part, directly or indirectly, by a Person or group of associated or related Persons that may own or control, directly or indirectly, zero or more other Owners that, together with the Owner, hold Present Ownership Interests in at least ten percent (10%) of the total number of Dwellings within the Association; or (4) any combination of the foregoing.

The intent of this class of membership (Class B Members) is to prevent Owners from effectively gaining control of the Association by amassing ownership interests in multiple Dwellings. Nonlimiting examples of Class B Members include the following: (1) an Owner that owns at least 10% of the Dwellings; (2) Owners in the same family/extended family that, taken together, own at least 10% of the Dwellings; and (3) various Owners that, taken together, own at least 10% of the Dwellings where such Owners are all ultimately owned or controlled by the same Person or group of associated or related Persons regardless of how many intervening individuals or legal entities exist between such Owners and such Person or group of Persons. The Class B voting prohibition shall be construed and interpreted broadly against Class B Members.

### **3.9.3 One Vote per Dwelling**

Notwithstanding anything to the contrary, in the event there is more than one Owner of a particular Dwelling, the vote relating to such Dwelling shall be exercised as such Owners may determine among themselves; but in no event shall more than one (1) Class A vote be cast with respect to any Dwelling. A vote cast at any meeting or by written ballot by any one (1) of a Dwelling's Owners, whether cast in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Dwelling; if more than one (1) vote is cast for the Dwelling then all such votes shall be disregarded completely. Class B Members are non-voting Members; no Class B votes shall be counted.

#### **4 MEETINGS OF MEMBERS**

##### **4.1 Annual Meetings of Members**

As scheduled by the Board, one annual meeting of Members shall be held during the second quarter of each calendar year at a place and time designated by the Board. The primary purpose of the annual meeting shall be to elect members of the Board.

If an annual meeting is not held during the first quarter of a particular year, the Board, or the first group of at least ten percent (10%) of the Members to provide the required notice of a meeting of Members, may schedule the annual meeting to be held as soon as possible thereafter.

The secretary shall take and maintain Minutes of actions taken at all meetings of Members, regardless of meeting type.

##### **4.2 Special Meetings of Members**

Special meetings of Members may be called at any time by the Board or upon written request signed by a majority of the Members and provided to the Board. Such a written request shall state the specific purpose for the meeting requested. The Board shall designate the place, time, and purpose of a special meeting.

##### **4.3 Electronic Meetings of Members**

To the extent arranged by the Board, any or all Members may participate in an annual, special, or other meeting of Members by, or the meeting may be conducted through the use of, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Member participating in such a meeting shall be considered to be present in person at the meeting.

##### **4.4 Notice of Meetings of Members**

The Association shall give each Member entitled to vote at a meeting of Members written notice of the place, date, time, and purpose of the meeting no less than ten (10) days and no more than thirty (30) days before the meeting. Notice shall be mailed to Members via first-class or registered mail, or provided by electronic means such as email or the Association's website, or given as otherwise provided by law.

Written notice of a meeting of Members shall include a description of any matter(s) that must be approved by the Members or for which the Members' approval is sought.

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall include the specific purpose for the meeting as it was stated in the written request signed by the majority of the Members.

##### **4.5 Action by Written Ballot**

At the discretion of the Board, or upon written request signed by a majority of the Members and provided to the Board, any action that may be taken at a meeting of Members may alternatively be taken without a meeting of Members and without prior notice if the Association delivers a proper written ballot to every Member eligible to vote.

The secretary shall take and maintain Minutes of actions taken by written ballot without a meeting of Members.

**4.5.1 Effect**

Any action taken by written ballot has the same effect as if the action was taken at a meeting of Members, and may be described as such in any document.

**4.6 Quorum at Meetings of Members**

Except as otherwise provided in the Declaration or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person and by proxy at the meeting.

**4.7 Eligibility of Members to Vote**

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is in Good Standing at least thirty (30) days prior to the date of the meeting of Members or the date a written ballot is postmarked, sent, or otherwise delivered. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Lot are in Good Standing and if the Member's Lot itself is in Good Standing. A Member that is not eligible to vote is, for purposes of the Nonprofit Act, not entitled to vote.

**4.8 Voting at Meetings of Members**

Any action taken at a meeting of the Members shall be taken by written ballot. Written ballots for such action may be delivered to the Members with written notice of the meeting or at the meeting.

Within no more than ten (10) days of a vote at any meeting of Members, the Association shall provide notice of the action taken by written ballot to the Members. Notwithstanding failure to provide such notice, the action(s) taken shall remain valid.

**4.9 Proxy Appointments by Members**

Members may vote in person or by proxy in all meetings of Members.

**4.9.1 Content**

With respect to a Member's Lot, a proxy appointment form shall: (1) clearly appoint a named individual who is authorized to vote on behalf of the Member at a meeting(s) of Members; (2) include a statement that the appointing individual signing the proxy appointment form is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Lot Owner is a legal entity, the appointing individual is a duly-authorized representative of the Owner for purposes of the proxy appointment (collectively the "Required Proxy Content").

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Lot for which the proxy is being appointed; (2) the printed name of the individual being appointed; (3) the date of the meeting at which the proxy is to be exercised or other period of time during which the proxy appointment is valid, as allowed by law; (4) the day, month, and year the proxy appointment form was signed;

(5) the appointing individual's signature; and (6) the appointing individual's full legal name (collectively the "Proxy Information").

Exhibit A is an example proxy appointment form that meets the requirements of these Bylaws.

#### **4.9.2 Receipt**

An original proxy appointment or a complete copy thereof, electronic or otherwise, must be received by the Association no later than the scheduled date and time of the meeting but no more than one week before such time.

#### **4.9.3 Validity**

Each proxy appointment, or complete copy thereof, provided to the Association must be timely received by the Association. Any proxy appointment not timely received by the Association shall not be considered valid and shall not be effective.

Each proxy appointment returned to the Association shall include all the Required Proxy Content and all of the required Proxy Information. A proxy appointment received by the Association shall not be considered valid and shall not be effective if it does not include all the Required Proxy Content and all of the required Proxy Information or if any of the foregoing is not provided in a reasonably legible form or in the identified locations or fields provided on the proxy appointment form for such information.

If multiple proxies are appointed for a particular Lot, the only valid one is that which was appointed latest in time. If, in the sole discretion of the Board, it is not clear which was appointed latest in time then all shall be considered invalid. Votes by invalid proxy shall be considered invalid.

If an Owner dies or is found incompetent after making proxy appointment, the Owner's proxy remains valid unless the Association is notified in writing of such prior to a vote by the proxy.

The duly executed documentation appointing an attorney-in-fact, if timely received by the Association, shall be accepted in lieu of a proxy appointment form.

#### **4.9.4 Revocation**

A proxy appointment may be revoked by the appointing Member or its attorney-in-fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment form that is received by the Association no later than the scheduled date and time of the meeting but no more than one week before the meeting.

#### **4.10 Conduct at Meetings of Members**

The Board, or its authorized representative, shall preside at all meetings of Members. The secretary shall keep and maintain Minutes of meetings of Members.

All voting, including for Directors, at a meeting of Members shall take place using proper written ballots.

During a meeting of Members, the Board shall provide a reasonable opportunity for Owners to offer comments; the Board may limit such comments to one specific time period during the meeting.



Attendance at meetings of Members is limited to Owners, their proxies, or their attorneys-in-fact, and any Manager or its representatives. Residents and others that are not Owners may not attend meetings of Members.

The Board may adopt further policies and procedures with regard to conduct at meetings of Members.

#### **4.11 Written Ballots**

##### **4.11.1 Content**

Each written ballot shall: (1) briefly describe one and only one proposed action; (2) provide an opportunity to vote for or against the proposed action, or as otherwise appropriate for the proposed action; (3) specify the period of time during which the completed ballot must be received by the Association in order to be valid and counted; (4) indicate the number of valid returned ballots needed to meet quorum requirements; (5) state the percentage or other amount of approvals necessary to approve the proposed action; (6) include a statement that only one vote is allowed per Lot and that if more than one ballot is received by the Association from the Owner(s), proxy(s), or agent(s) for the same Lot then all of the ballots received for that Lot shall be considered invalid and shall not be counted; (7) include a statement that the voter signing the ballot is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the voter is a duly-authorized representative of the Owner for purposes of the action by written ballot; and (8) be accompanied by written information sufficient for Members to reach a reasonably informed decision on the proposed action (collectively the "Required Ballot Content").

In addition to the Required Ballot Content, and with respect to an Owner and its Lot for which a ballot may be cast, each written ballot shall also include clearly-identified locations or fields for the voter to provide the following information: (1) the physical address of the Lot; (2) the printed full legal name of the Owner; (3) an indication as to whether the Owner is a legal entity; (4) the current physical address of the Owner; (5) the voter's printed full legal name, if different than that of the Owner; (6) the voter's current physical address, if different than that of the Owner; (7) the voter's current email address; (8) the voter's current telephone number; (9) the voter's signature; (10) an indication as to whether the voter signing the ballot is: (a) the Owner, (b) the Owner's proxy or agent, or (c) the Owner's authorized representative if the Owner is a legal entity (collectively the "Voting Information").

Except as otherwise provided by the Declaration or these Bylaws, the period of time during which completed ballots must be received by the Association shall be at least thirty (30) days and no more than 90 days, or such other period of time allowed by law.

Except as otherwise provided by the Declaration or these Bylaws, the number of valid ballots required to meet quorum requirements shall be the number of valid ballots timely received by the Association.

Except as otherwise provided by the Declaration or these Bylaws, the percentage or other number of approvals necessary to approve a proposed action shall be a majority of valid ballots cast in approval of a proposed action. Alternatively, if the ballot is for the election of one or more candidates, the candidate(s) receiving the greatest number(s) of votes shall be the percentage or other number of approvals necessary to elect the candidate(s).

A completed written ballot that, after reasonable investigation by and in the judgment of the Board, is deemed to not be what it purports to be: (1) shall not be considered valid and shall not be counted; or (2)



within a reasonable period of time after a vote by written ballot but not to exceed ten (10) days, may be declared invalid and the election results may be adjusted accordingly at the discretion of the Board. Such a declaration shall be in writing signed by a majority of the Directors; such writing shall include the records of the investigation and shall be kept with the Minutes of the action by written ballot.

A written ballot may be in electronic form; signatures on written ballots may be scanned or may be digital or electronic signatures in any form consistent with Utah law.

**Exhibit B** is an example written ballot for voting on a single proposed action that meets the requirements of these Bylaws.

**Exhibit C** is an example written ballot for the election of a Director(s) that meets the requirements of these Bylaws. Each such ballot may need to be accompanied by additional written information as needed for Members to reach an informed decision with respect to the candidates.

#### **4.11.2 Delivery**

Written ballots and any related information shall be delivered to Owners in person, by mail, or by electronic means including email or a website, or delivered as otherwise provided by law.

#### **4.11.3 Receipt**

Members shall be given at least thirty (30) days from the day on which the written ballots and any related information are delivered before their vote by written ballots must be received by the Association, except as otherwise provided by law. Members may return their vote by written ballots, or complete copies thereof, to the Association in person, by mail, by email, or by any other means allowed by law.

Notwithstanding the foregoing, votes by written ballots for a meeting of Members shall be submitted in person or electronically when called for by the Board or other individual presiding at the meeting of Members.

Once a vote by written ballot has been received by the Association, it cannot be revoked.

#### **4.11.4 Validity**

Each vote by written ballot submitted to the Association must be timely received by the Association. Any vote by written ballot not timely received by the Association shall be considered invalid and shall not be counted.

Each vote by written ballot submitted to the Association shall include all the Required Ballot Content and all of the required Voting Information. Any vote by written ballot received by the Association shall be considered in valid and shall not be counted if it does not include all the Required Ballot Content and all of the required Voting Information or if any of the Voting Information is not provided in a reasonably legible form or in the identified locations or fields provided on the written ballot for such information.

If more than one otherwise valid vote by written ballot is received by the Association from the Owner(s), their proxies, and/or agents of a Lot, then all of the vote by written ballots received for that Lot shall be considered invalid and shall not be counted.

**4.11.1 No Secret Ballots**

Written ballots, and votes thereby, are not secret ballots, and no secret ballot may be used for any meeting of the Members, for any Board meeting, or for any other Association purpose. All votes by written ballot, or true and complete copies thereof, shall be maintained with the Minutes to which they apply as part of the permanent records of the Association.

**5 BOARD OF DIRECTORS**

**5.1 Number of Directors**

The number of Directors is three (3); that is, the Board shall have positions for three (3) individuals.

**5.2 Term of Directors**

Directors shall serve for a term of two (2) years; provided, however, that the initial Board, or an entirely new Board due to all prior Board positions becoming vacant, shall identify one of the three Directors to serve for a one-year term with the other two Directors serving two-year terms. Thereafter, all Directors elected shall serve for a two-year term. Notwithstanding the foregoing, Board members shall continue to serve until their respective successors are elected, or until their deaths, resignations, or removals.

**5.3 Eligibility Requirements for Directors**

Each member of the Board shall at all times be an Owner. Notwithstanding the foregoing, if multiple Owners hold a Present Ownership Interest in the same Lot, only one of those Owners can serve as a member of the Board at any one time. An Owner need not be a Resident to be a member of the Board.

Notwithstanding the foregoing, if, after written notice of a meeting of Members for the purpose of electing a Director(s), no Owner volunteers to fill the vacancy on the Board within a reasonable time, such as at an annual meeting of Members, then the remaining Director(s) or, if none, the Manager shall select a non-Member Director to fill the vacancy. The selected non-Member may be any individual including a representative of the Manager.

**5.4 Powers and Duties of the Board**

Except as limited in the Declaration or Articles of Incorporation, the Board shall have all the powers and duties provided for by law, including but not limited to administering the Association's affairs, performing the Association's responsibilities, and exercising the Association's rights and powers as set forth in applicable law and the Governing Documents.

The authority of each Director is equal to that of each other Director, regardless of any office each Director may hold.

**5.5 Delegation of Powers and Duties of the Board**

To the extent allowed by law, the Board shall have power and authority to delegate from time to time its powers, authorities, duties, and discretions to one or more managers, officers, committees, volunteers, or other agents, subject to any limitations in the Declaration, Articles of Incorporation, or these Bylaws.

Except as limited in applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, the Board acts in all instances on behalf of the Association.

#### **5.6 Resignation of Directors**

A Director may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

Failure by a Director to attend at least two (2) consecutive Board meetings called over a period of at least two (2) consecutive months shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, unless the Director notified the Board of his or her inability to attend in writing, electronic or otherwise, in advance of each unattended meeting. Failure by a Director to attend at least four (4) consecutive Board meetings called over a period of at least four (4) consecutive months shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, regardless of the Director's notice to the Board. A Director's lack of Good Standing for a period of three (3) consecutive months shall be effective as the resignation of the Director. A Director's resignation under this paragraph shall also be effective as a resignation from any office(s) held by the Director.

At the time a resignation takes effect, voluntary or otherwise, a vacancy on the Board shall exist.

#### **5.7 Removal of Directors**

A Director may be removed from the Board at any time with or without cause. Removal of a Director from the Board shall require a vote by written ballot in which at least fifty-one percent (51%) of the Members vote to remove the Director. The vote to remove the Director shall take place only at a special meeting of Members with the written notice stating that the purpose of the meeting is to vote to remove the Director. A vote of the Board shall be insufficient to remove a Director from the Board.

### **6 NOMINATION AND ELECTION OF DIRECTORS**

#### **6.1 Nomination of Directors**

Nominations for election to the Board may be made in advance of an annual meeting of Members by written solicitation for nominations. Such solicitations shall be delivered to all eligible Members no less than ten (10) days and no more than thirty (30) days before written notice of an annual meeting of Members. Such solicitation shall indicate: (1) the number of Director to be elected; (2) the term and eligibility requirements for Directors; (3) the date by which written nominations must be received by the Association; and (4) a statement that each nominee must provide a signed writing accepting such nomination and certifying that he or she meets the eligibility requirements for Directors.

All nominations and signed acceptances must be received by the Association no later than three (3) days before the written notice of the annual meeting of Members is sent. Written ballots that include the names of the self-certified nominees as candidates shall be sent with the written notice of the annual meeting of Members.

Nominations for election to the Board may alternatively be made by any Owner from the floor at an annual meeting of Members.

## **6.2 Election of Directors**

The election of Directors shall be by written ballot. The candidates receiving the greatest number of votes shall be elected. Cumulative voting is not authorized.

A Director may be re-elected to serve consecutive terms as a Director.

## **6.3 Vacancies on the Board**

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Director(s) and shall serve for the remainder of the term of his or her predecessor. Notwithstanding the foregoing, if the Director was properly removed by the Members, that Director shall not be eligible for selection to serve the remainder of his or her term.

If all positions on the Board are vacant, the Manager shall, in accordance with these Bylaws, call a special meeting of the Members to elect a new Board of Directors. If the Association does not have a Manager, or if the Manager fails to call a special meeting of the Members within two weeks of the entire Board becoming vacant, the first group of ten percent (10%) or more of the Members to provide proper notice of a special meeting of the Members on the door of each Dwelling shall, in accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members.

## **7 MEETINGS OF THE BOARD**

### **7.1 Quarterly Board Meetings**

Meetings of the Board shall be held quarterly, or more frequently as determined by the Board, and shall be held at a place and time designated by the Board.

The secretary shall take and maintain Minutes of actions taken at all Board meetings, regardless of meeting type.

A gathering of some or all of the members of the Board at which they do not conduct or vote on Association business shall not be considered a Board meeting.

### **7.2 Electronic Board Meetings**

As arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted through the use of, any means of communication by which all individuals participating in the meeting may communicate with each other during the meeting. A Director participating in such a meeting shall be considered to be present in person at the meeting.

### **7.3 Notice of Board Meetings to Directors**

Notice of Board meetings shall be provided to Directors by email or other electronic means at least 48 hours before a Board meeting, or by any other lawful means. This notice requirement shall be deemed waived for a Board meeting held to address an emergency for which 48 hours' notice is not reasonable.

Directors shall provide an email address to the Board for purposes of notice of Board meetings.

#### **7.4 Notice of Board Meetings to Owners**

The Association shall provide notice of a Board meeting by email, or by any other lawful means, to Owners that have requested in writing to be notified of Board meetings and have provided a valid email address, unless notice of the Board meeting is included in a Board meeting schedule that was previously provided to Owners, or the Board meeting is to address an emergency and each Director receives notice of the emergency Board meeting less than 48 hours before the meeting.

Notice of Board meetings to Owners shall state the place, date, and time of each Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall provide the information necessary to allow attending Owners to also participate via the electronic means.

#### **7.5 Action without a Board Meeting**

As further described in the following subsections, the Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining written approval, electronic or otherwise, of a proposed action by a majority of the Directors. Any action so approved shall have the same effect as though taken at a Board meeting, and may be described as such in any document.

The secretary shall take and maintain Minutes of actions taken without a meeting.

##### **7.5.1 Written Notice**

Written notice of an action to be taken without a Board meeting shall be sent by any Director to all members of the Board. Such notice shall state: (1) the action to be taken; (2) a reasonable time by which each Director must respond to the notice; (3) that failure to respond by the time stated in the notice will have the same effect as: (a) abstaining in writing by the time stated in the notice; and (b) failing to demand in writing by the time stated in the notice that the action not be taken without a Board meeting. Such notice may be sent to Directors electronically or otherwise. Notwithstanding, parts (2), (3)(a), and (3)(b) of the notice requirements in this paragraph shall be deemed waived if all Directors properly vote in response to the notice.

##### **7.5.2 Voting**

In response to a written notice of an action to be taken without a Board meeting, each Director may, not later than the time stated in the notice, return his or her signed writing to the secretary either: (1) for the action; (2) against the action; (3) abstaining from voting; or (4) demanding that the action not be taken without a Board meeting. Such a signed writing may be returned electronically or otherwise.

A Director's failure to respond to the written notice by the time stated therein shall have the same effect as the Director properly and timely demanding in writing that the action not be taken without a Board meeting.

In the event of a Director's timely demand that action not be taken without a Board meeting, the action cannot be taken without a Board meeting. Otherwise, the action is approved only if a majority of the Directors vote in approval of the action within the time stated in the notice.

Signatures on writings may be scanned or may be digital, or electronic signatures in any form consistent with Utah law. An email or other electronic transmission from a Director that clearly communicates his or her vote, abstention, or demand regarding an action shall be considered a signed writing.

### **7.5.3 Effect**

Any action taken without a Board meeting has the same effect as the action taken at a Board meeting, and may be described as such in any document.

### **7.6 Quorum at Board Meetings**

A majority of the number of Directors shall constitute a quorum sufficient for the Board to conduct Association business. A majority of the Directors is determined based on the number of positions on the Board regardless of whether or not such positions are all filled or vacant.

### **7.7 Proxy Appointments by Directors**

Directors shall attend Board meetings themselves as opposed to by proxy; no proxy appointment by a Director for purposes of a Board meeting or action without a Board meeting shall be effective.

### **7.8 Conduct at Board Meetings**

Attendance at Board meetings is limited to Directors, any Officer or Manager invited by the Board, and those Owners that have requested in writing to be notified of Board meetings, or their attorneys-in-fact; otherwise, non-Owners, Residents or otherwise, shall not attend Board meetings.

Owners who attend Board meetings may be present for all discussion, deliberation, and decisions of the Board. Notwithstanding the foregoing, the Board may close a Board meeting to Owners in order to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) discuss a delinquent assessment or fine.

Owners shall comply with all reasonable policies and procedures established by the Board for their attendance, and shall remain silent except when comments are solicited by the Board. The Board may limit Owner comments to a specific period of time during the meeting.

The Board may adopt further policies and procedures with regard to conduct at Board meetings.

### **7.9 Action by the Board**

Any act of the Board shall be valid when a quorum is present at the time of the act unless otherwise limited by law, the Declaration, the Articles of Incorporation, or these Bylaws. Each Director present shall have one vote.

## **8 OFFICERS**

### **8.1 Elected and Appointed Officers**

The elected officers of the Association shall be: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.



The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine and memorialize in the Minutes of the Board meeting at which such officers are appointed.

#### **8.2 Term of Officers**

Elected officers shall serve for a term of one (1) year and shall continue to serve until their respective successors are elected, or until their deaths, resignations, or removals. Elected officers shall assume their duties at the close of the Board meeting at which they are elected.

Appointed officers shall serve until their deaths, resignations, or removals, with or without cause, by the Board.

#### **8.3 Eligibility Requirements for Officers**

The president, vice-president, and treasurer shall at all times be Directors. The office of secretary may be held by any Officer, elected or appointed.

An appointed Officer may be any individual deemed qualified by the Board whether or not that individual is an Owner.

No individual, Director or otherwise, shall be eligible to hold more than two (2) offices at the same time.

#### **8.4 Election of Officers**

At the first Board meeting following the election or selection of a new Director(s), the Board shall elect: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

An elected Officer may be elected to serve consecutive terms.

#### **8.5 State Registration Requirement**

Within ninety (90) days of the election of a new president of the Association, and in accordance with Section 57-8a-105 of the Act, the Association shall update its registration with the Utah Department of Commerce to reflect the name, address, telephone number, and email address of the new president, or other information as may be required, who shall be considered the "Chair" (or other Association official as may be required) for purposes of such registration.

#### **8.6 Duties of Officers**

Elected Officers shall, subject to the control of the Board, perform the duties provided in this section and such other duties as may be prescribed by the Board.

##### **8.6.1 President**

The president, or other individual(s) appointed by the Board from time to time, shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the



provisions of the Governing Documents; and (7) carry out all other duties prescribed by the Governing Documents and applicable law.

#### **8.6.2 Vice-President**

The vice-president, or other individual(s) appointed by the Board from time to time, shall: (1) during the absence or disability of the president, perform the duties of the president; and (2) perform such other duties as may be prescribed by the president or the Governing Documents.

#### **8.6.3 Secretary**

The secretary, or other individual(s) appointed by the Board from time to time, shall: (1) attend meetings of the Association; (2) record all votes and minutes of meetings in records to be kept for that purpose; (3) give notice of meetings of Members and of the Board; (4) maintain a list of Members entitled to vote at each meeting of Members, the list indicating the Owners' names and corresponding Lot addresses; (5) create and maintain a record of Owners who attend a meeting of Members, including a signature of each attending Owner; (6) maintain Association documents and records as required by law; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

#### **8.6.4 Treasurer**

The treasurer, or other individual(s) appointed by the Board from time to time, shall: (1) have custody of the Association funds and securities; (2) maintain complete and accurate accounts of receipts and disbursements in the Association's books; (3) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; (4) disburse the funds of the Association as may be ordered or authorized by the Board, and preserve proper vouchers for such disbursements; (5) prepare the Association's annual financial report; (6) render to the president at the regular Board meetings, or whenever required, an account of the financial condition of the Association; (6) render a full financial report at the annual meeting of Members; (7) upon request, be furnished by all Officers and Association agents with such reports and statements as may be required regarding all financial transactions of the Association; and (8) perform such other duties as may be prescribed by the Board or the Governing Documents.

#### **8.7 Delegation of Duties of Officers**

Unless otherwise limited by law or the Governing Documents, an elected Officer may delegate and or all of his or her duties to any other Officer, elected or appointed, and may engage one or more volunteer assistants from time to time.

An appointed Officer may not delegate duties without written approval of the Board but may engage one or more volunteer assistants from time to time. The Board may withdraw its written approval to delegate duties at any time with or without cause.

Any or all of the duties of any Officer may be performed by or through a Manager, or be delegated to the Manager, at the discretion of the Board as determined by written agreement with the Manager or otherwise.

#### **8.8 Resignation of Officers**

An Officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, the resignation shall take effect upon delivery.

**8.9 Removal of Officers**

An elected or appointed Officer may be removed from office at any time with or without cause. Removal of an Officer from office shall require a majority vote of the Board. Notwithstanding, an Officer removed from office who is also a Director shall remain a Director unless also properly removed as a Director.

**9 NOMINATION AND ELECTION OF OFFICERS**

**9.1 Nomination of Officers**

Nominations for election to a particular office may be made by any member of the Directors from the floor of a Board meeting, or by an eligible candidate providing to the Board a signed writing seeking an office.

**9.2 Election of Officers**

The election of elected Officers shall be by majority vote of the Board and shall take place at the first Board meeting following an annual meeting of Members. The candidates receiving the greatest number of votes shall be elected. Cumulative voting is not authorized.

An elected Officer may be re-elected to serve consecutive terms in the same office.

**9.3 Vacancies of Offices**

In the event of the death, resignation, or removal of an elected Officer, his or her successor shall be selected by the Board and shall serve for the unexpired term of his or her predecessor.

**10 COMMITTEES**

The Board may appoint such committees as it deems appropriate in carrying out the purposes of the Association. Except as otherwise provided by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee or committee member, or revoke any assigned powers, duties, or responsibilities, at any time with or without cause. All such actions shall be memorialized in the Minutes of the Board meeting(s) at which the actions were taken.

With regard to committees and their composition, powers, duties, responsibilities, proceedings, conduct, or any other matter, the Board may adopt further policies and procedures that are not inconsistent with the Declaration or these Bylaws.

Except as provided by applicable law, the Declaration, the Articles of Incorporation, and these Bylaws, all committees shall be strictly advisory in nature; the Board is the only body authorized to act for and in behalf of the Association and its Members.

## **11 RULEMAKING PROCEDURES**

### **11.1 Authority for Rulemaking**

In accordance with Section 57-8a-217 of the Act and other applicable law, and as limited by Section 57-8a-218 of the Act, the Board shall have the authority to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules.

### **11.2 Procedures for Rulemaking**

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least fifteen (15) days before the Board meets to consider any of the foregoing actions, deliver notice to all Members of the Board meeting at which the action will be considered; and (2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes the action.

The Board shall deliver a notice of any changes to the Rules, along with a publication, electronic or otherwise, or a link thereto, of the current version of all the Rules, to all Members within fifteen (15) days of the Board meeting at which the changes were made. Each such publication shall include: (1) the name of the Association; (2) an indication that the publication contains the most current Rules of the Association; and (3) the date of the Board meeting at which the most recent Rules changes were made.

A Rule may not be inconsistent with any provision of applicable law, the Declaration, the Articles of Incorporation, these Bylaws, or any duly adopted Resolution. Any individual Rule that includes any such inconsistency shall be considered entirely void, without severability, and unenforceable.

### **11.3 Notice for Rulemaking**

Notices relating to Rule changes shall be provided in writing to Members via first-class or registered mail, by electronic means including email or posting on the Association's website, or as otherwise prescribed by law.

### **11.4 Effective Date of Rules**

A Rule, or any change thereto, shall be effective ten (10) days after the date that a publication containing all of the most current Rules of the Association is provided to the Members by first-class or registered mail, electronic means including email or posting on the Association's website, or as otherwise provided by law.

### **11.5 Applicability of Rules**

Owners, Residents, and, to the extent allowed by law, all Persons who enter upon or in any way make use of the Common Area, shall be subject to enforcement of the Governing Documents.

Owners and their Residents shall be jointly and severally liable for violations of the Governing Documents by non-owner Residents of the Owners' Dwellings, including by tenants of their Dwellings. Tenants are not responsible for the violations of Owners with respect their rental Dwellings provided the tenants do not contribute to such violations.

## **11.6 Limitations on Rulemaking**

In addition to other limitations prescribed by the Act and other applicable law, the Declaration, the Articles of Incorporation, and these Bylaws, the rulemaking power of the Association, whether exercised through its Board or Members or otherwise, shall be limited as prescribed in the following subparts. Any act or other exercise of power by the Association in violation of the following limitations shall be entirely void, without severability, and unenforceable. Notwithstanding, nothing in these limitations shall limit the Association or any other Person from taking lawful actions against illegal acts, or from recovering damages in relation to such illegal acts or arising out of the Association's violation of these limitations.

### **11.6.1 Equal Treatment**

A Rule shall treat similarly situated Owners and Residents similarly.

### **11.6.2 United States Flag**

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Dwelling or on a Lot to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding this prohibition and in relation to displaying the United States flag, no Owner, Resident, or any other Person has a right to utilize or modify Common Area in a manner that is not authorized by, or is inconsistent with, the Governing Documents.

### **11.6.3 Inconsistent Actions**

Except as allowed by applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of applicable law and the Governing Documents.

### **11.6.4 Conflicting Rules**

The Association shall not establish any Rule, Resolution, or the like that conflicts with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, or these Bylaws. Any Rule, Resolution, or the like that conflicts in any manner with any of the foregoing shall be entirely void, without severability, and unenforceable.

### **11.6.5 Owner Easements**

Except as allowed by law, the Declaration, or these Bylaws, or for purposes of reasonable maintenance or repairs or the like, the Association shall not limit or restrict an Owner's right and easement of use and enjoyment of the Common Area as such appertains to that Owner's Lot. Notwithstanding the foregoing, and except for purposes of reasonable maintenance or repairs or the like, the Association shall not restrict or limit access to Dwellings via Common Area streets, parking areas, driveways, sidewalks, walkways, and the like.

Notwithstanding anything to the contrary, the Association shall have the right and power to temporarily close to its membership any portion of the Common Area for purposes of reasonable maintenance or repairs or the like.

### **11.6.6 Personal Property**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, or transported to and from, a Lot; nor shall the Association

discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

#### **11.6.7 Religion**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's exercise of religion; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their exercise of religion or that of any other Person(s); nor shall religion or the exercise thereof be a subject or condition of any Rule, Resolution, or the like.

#### **11.6.8 Speech**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's right of free speech; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their free speech or that of any other Person(s); nor shall free speech or the right thereto be a subject or condition of any Rule, Resolution, or the like.

#### **11.6.9 Assembly**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Lot, virtually, or outside of the Association, including with such Owner's or Resident's guests, invitees, or others Persons; nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Lot, virtually, or outside of the Association; nor shall the right to peaceably assemble at a Lot, virtually, or outside of the Association be a subject or condition of any Rule, Resolution, or the like.

#### **11.6.10 Association**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to associate or the Owner's or Resident's right to privacy in relation thereto; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the right to associate or the right to privacy in relation thereto or that of any other Person(s); nor shall the right to associate or the right to privacy in relation thereto be a subject or condition of any Rule, Resolution, or the like.

#### **11.6.11 Arms**

The Association shall not interfere with, limit, or restrict any individual's right to keep, bear, and lawfully carry and use arms, including but not limited to firearms, ammunition, and all appurtenances related thereto; nor shall the Association discriminate in any manner whatsoever against any individual in relation to the right to keep, bear, and lawfully carry and use arms or that of any other Person(s); nor shall the right to keep, bear, and lawfully carry and use arms be a subject or condition of any Rule, Resolution, or the like.

#### **11.6.12 Lots**

Except as allowed by law, the Declaration, or these Bylaws, the Association and its Board Directors, Officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Lot or Dwelling without the express permission of its Owner; nor shall such entry or use of a Lot or Dwelling, except with the express permission of its Owner, be a subject or condition of any Rule, Resolution, or the like.

**11.6.13 Working from Home**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Resident's right to work from their Lot or the Dwelling that is their place of residence; nor shall the Association discriminate in any manner whatsoever against any individual in relation to working from their Lot or the Dwelling that is their place of residence; nor shall working from a Resident's Lot or the Dwelling that is their place of residence or not working from such be a subject or condition of any Rule, Resolution, or the like.

As used herein, the phrase "working from a Resident's Lot or the Dwelling that is their place of residence" and the like refers to working from within the Association for or on behalf of an employer rather than working at the employer's office, facility, or other location. Such an employer may be one's own business. Notwithstanding the foregoing, such working may not involve having more than the occasional non-Resident customer, client, co-worker, shipping or receiving personnel, or the like enter the physical boundaries of the Association. The Association may establish Rules or the like that reasonably regulate such occasional entry within the physical boundaries of the Association.

**11.6.14 Fines**

The Association shall not impose excessive fines nor shall fines be imposed for violations unless supported by reasonable oath or affirmation of one or more witnesses to such violations. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area as prescribed by law, the Declaration, the Articles of Incorporation, or these Bylaws. The fine amounts authorized by these Bylaws shall not be considered excessive.

**11.6.15 Household Composition**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict the right of Owners or Residents to determine the composition of their households; nor shall the Association discriminate in any manner whatsoever against any Person in relation to household composition or that of any other Person(s); nor shall household composition be a subject or condition of any Rule, Resolution, or the like.

**11.6.16 Privacy**

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not violate the right of Persons to privacy and to be secure in their persons, vehicles, houses, and papers and effects, whether such papers and effects are electronic or digital or otherwise, against unreasonable searches and seizures.

The Association shall not have the power or authority to require any individual to obtain or to not obtain any type of medical treatment, procedure, condition, or the like, including but not limited to any vaccination, or to provide any information regarding the foregoing, or to provide, disclose, or utilize any evidence or verification thereof for any purpose whatsoever, regardless of its source; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) obtaining, providing, disclosing, or utilizing the same or not obtaining, providing, disclosing, or utilizing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

The Association shall not have the power or authority to require any individual to utilize or to not utilize any medical device or health-related protective device for any purpose whatsoever, including but not limited to face coverings, or to provide, disclose, or utilize any evidence or verification thereof for any purpose whatsoever, regardless of its source; nor shall the Association discriminate in any manner whatsoever against



any Person in relation to an individual(s) utilizing, providing, or disclosing the same or not utilizing, providing, or disclosing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

Except as otherwise allowed by law, the Declaration, or these Bylaws, the Association shall not have the power or authority to require any individual to provide or disclose any health-related information whatsoever; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the health-related information, or a lack thereof, of any individual(s); nor shall the Association collect or maintain any such health information without the written authorization of the individual, or if a minor the individual's parent or guardian, to whom such information pertains, subject to that individual's ability to withdraw such authorization in writing at any time; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

## **12 ENFORCEMENT PROCEDURES**

### **12.1 Authority for Enforcement**

Pursuant to Article 12 of the Declaration and in accordance with Utah Code 57-8a-208 and -213, the Association shall have the right and power to enforce the Governing Documents and may assess fines against Dwellings and Owners for violations of the Governing Documents. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. The Board shall ensure consistent administration and enforcement of the Governing Documents.

Failure to enforce a provision of the Governing Documents shall not constitute a waiver or modification of that provision.

### **12.2 Reporting a Violation**

Any Owner or Resident may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the Owner or Resident making the report; (2) the name and address of the Owner or Resident, or the address of the Lot, allegedly in violation; (3) a description of the violation including the approximate date and time it occurred or was witnessed by the individual making the report; (4) identification of the provision(s) of the Governing Documents that was allegedly violated; and (5) a certification by the individual making the report substantially stating the following, "I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board." A violation report should include pictures of the violation when possible.

**Exhibit D** is an example violation report form that meets the requirements of these Bylaws.

**NOTE:** an alleged violation is not an actual violation until confirmed by the Board or Manager and a Notice of Violation or a Notice of Fine, as applicable, has been issued.

### **12.3 Effect of Violations**

An Owner, Resident, or Lot shall be deemed not in Good Standing during the period of time beginning on the effective date of any notice of violation or notice of fine issued to such Owner, Resident, or Lot and extending through the date that the violation has been resolved and any fines and related charges issued have been fully paid. Owners that are not in Good Standing, and Owners of Lots that are not in Good Standing, shall be ineligible to vote in Association elections. An issued notice of violation and an issued notice of fine shall each be considered notice of such ineligibility.

### **12.4 Notice of Violation**

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending Lot, as the case may be.

A notice of violation shall only be issued for a violation of a Rule, covenant, condition, or restriction that is found in the Governing Documents.

#### **12.4.1 Content**

A notice of violation shall be in writing and shall include: (1) identification of the Lot and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) a statement that a fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of violation, or as otherwise provided by law); or (b) a similar violation occurs within one (1) year from the date of the notice of violation; and (6) a statement explaining how the violation can be resolved.

**Exhibit E** is an example notice of violation that meets the requirements of these Bylaws.

#### **12.4.2 Delivery**

A notice of violation should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a Dwelling that is being rented, the notice of violation should be delivered to both the tenants and the Owner of the rental Dwelling.

Copies of all issued notices of violation shall be maintained in the records of the Association.

#### **12.4.3 Effective Date**

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date a receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of violation shall begin on the effective date of the notice.

## **12.5 Notice of Fine**

Before a notice of fine for a violation can be issued, a notice of violation for a similar violation must have first been issued pursuant to Section 57-8a-208 of the Act.

In the event of a violation of the Governing Documents, and after the issuance of a preceding notice of violation or a notice of fine for a similar violation, the Association should issue a notice of fine against the offending party and/or the offending Lot, as the case may be, provided that: (1) the violation remained unresolved after the period of time for resolution stated in the preceding notice of violation or notice of fine; or (2) the violation occurred within a year of the effective date of the preceding notice of violation or a notice of fine.

A notice of fine shall only be issued for a violation of a Rule, covenant, condition, or restriction that is found in the Governing Documents.

### **12.5.1 Content**

A notice of fine shall be in writing and shall include: (1) identification of the Lot and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision of the Governing Documents that was violated; (5) the date on which the preceding notice(s) of violation or notice of fine was sent; (6) the amount of the fine being assessed and where it is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that: (a) the fine is due and payable immediately or as otherwise provided by the Governing Documents, whichever is later, (b) that late charges may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that Lots and/or Owners with past-due amounts are deemed not in Good Standing and thus become ineligible to vote in Association elections, and (e) that the fine may constitute a lien that may be enforced by sale of the Lot; (9) a statement that an additional fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of fine, or as otherwise provided by law); or (b) a similar violation occurs within one year from the date of the written notice of violation; and (10) a statement explaining how the violation can be resolved.

**Exhibit F** is an example notice of fine that meets the requirements of these Bylaws.

### **12.5.2 Delivery**

A notice of fine should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a Dwelling that is being rented, the notice of fine should be delivered to both the tenants and to the Owner of the rental Dwelling.

Copies of all issued notices of fines shall be maintained in the records of the Association.

### **12.5.3 Effective Date**

A notice of fine is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of fine shall begin on the effective date of the notice.

## **12.6 Schedule of Fines**

### **12.6.1 First Violation**

A written notice of violation shall be issued for a first violation; no fine may be assessed.

### **12.6.2 Second Violation**

A fine in the amount of \$50 (fifty US dollars) shall be assessed for: (1) a preceding violation that was not resolved within the time stated in the preceding notice; and (2) a second violation that is similar to and occurs within a year of the first violation.

### **12.6.3 Third Violation**

A fine in the amount of \$100 (one hundred US dollars) shall be assessed for: (1) a preceding violation that was not resolved within the time stated in the preceding notice; and (2) a third violation that is similar to and occurs within a year of the second violation.

### **12.6.4 Fourth Violation**

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed for: (1) a preceding violation that was not resolved within the time stated in the preceding notice; and (2) a fourth or subsequent violation that is similar to and occurs within a year of the third violation.

## **12.7 Amount of Fines**

The Board may by Resolution increase the amount of the fine stated herein for a second violation; in so doing, the fines for the third and fourth violations shall automatically increase by the same amount.

## **12.8 Assessment of Fines**

The amount of a fine shall be assessed against a Lot's and its Member's account and, as applicable, against the account of a tenant Resident(s) of the Dwelling as of the effective date of a notice of fine.

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial Notice of Violation and that violation continues unresolved for three subsequent Notices of Fine) the Association may submit the violation to an attorney for resolution. In such event, the Owner(s) of the Lot and, as applicable based on responsibility for the violation, the Resident(s) of the Dwelling shall be jointly and severally liable for all costs related to submission to an attorney for resolution, including collection costs.

### **13 ASSESSMENTS**

Assessments collected by the Association shall be used: (1) operating, administering, managing, maintaining, repairing, and restoring the Common Area and Association; (2) protecting, preserving, and improving the Common Area and Association; and (3) for carrying out the duties and limited powers of the Association.

Except as otherwise provided in the Declaration and these Bylaws, each Owner and Dwelling shall be subject to the following Assessments.

#### **13.1 Regular Assessment**

The amount of the Regular Assessment for a given year shall be no less than the total amount of the Common Expenses estimated in the Budget for that year. Each Dwelling shall be assessed an equal amount of the estimated Common Expenses for that year. The Regular Assessment shall be payable to the Association in monthly installments.

#### **13.2 Special Assessment**

The Board may levy Special Assessments from time to time for the purpose of defraying, in whole or in part, any expenses not capable of being fully paid from the Regular Assessment or, where applicable, the Insurance Fund or Reserve Fund, including expenses related to emergencies and unexpected financial liabilities, but not for Capital Improvements.

#### **13.3 Individual Assessment**

The Board may levy an Individual Assessment against a particular Dwelling, Owner, and/or Resident for: (a) damage to the Common Area caused by the Owner or Resident, or their household member, guest, or invitee; (b) an expense for maintenance, repairs, or an enforcement action incurred by the Association arising from an action by the Owner or Resident, or their household member, guest, or invitee; or (c) a service reasonably provided to, or any reasonable expense incurred in relation to, the Dwelling due to the Owner's failure to maintain its Dwelling, including to make emergency repairs to protect other Dwellings, Owners, Residents, or the Common Area. Such amount shall be determined by the cost of such expenses incurred, maintenance, repairs, enforcement action, or service provided and shall include all administrative costs, reasonable attorney fees, and other related costs.

An Individual Assessment may be levied prior to work being performed in an amount of a reasonable estimate for such work. Any amounts expended in excess of the estimate shall also be assessed.

#### **13.4 Capital Assessment**

The Board may levy a Capital Assessment upon obtaining the assenting vote of at least sixty-seven percent (67%) of the Members. The amount of a duly approved Capital Assessment shall be assessed equally among the Dwellings.

Each Capital Assessment shall be allocated to a particular Capital Improvement prior to being submitted for membership approval and shall remain allocated to that same Capital Improvement after approval. Any balance remaining after completion or cancellation of the Capital Improvement shall be refunded to the membership in the same proportion it was assessed.

### **13.5 Reserve Assessment**

As required by Utah Code 57-8a-211, the Association shall, in each Fiscal Year, levy a Reserve Assessment as a component of the Regular Assessment. The amount levied shall be sufficient to fund the Reserve Fund at a level of 100%, including inflation adjustments, as established by the most recent Reserve Study.

### **13.6 Reinvestment Fee Covenant**

With respect to each and every conveyance of a Dwelling to a new Owner, including the first conveyance to the first owner of the Dwelling, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Dwelling, (the "Reinvestment Fee") shall be paid to the Association.

The Reinvestment Fee shall be paid by the buyer of the Dwelling unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of Assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of Common Area, and is required to benefit the Project.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by a title company, escrow company, or other Person involved in the transaction, and paid directly to the Association.

Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Reserve Fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). A holder of equitable title in a Dwelling, such as a mortgagee or the like, that obtains legal title to the Lot pursuant to a lien or other security interest in the Lot shall also be subject to the Reinvestment Fee and shall be considered the buyer and Owner of the burdened property for all purposes related to applicable law and the Governing Documents.

Notwithstanding anything to the contrary, conveyance of a Dwelling by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is directly or indirectly a beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

### **13.7 Other Fees**

In addition to any other amounts, charges, fees, or the like in the Declaration or these Bylaws, the Association shall be entitled to charge the following fees.

#### **13.7.1 Late Payment Fee**

The Association may charge a late payment fee in an amount of \$25 (twenty-five US Dollars) or 10% (ten percent) on any delinquent amount owed to the Association, whichever is greater.



**13.7.2 Interest**

Interest shall accrue to the Association at a rate of 18% (eighteen percent) on all delinquent amounts due.

**13.7.3 Fines**

The Association may impose fines against Dwellings, Owners, and/or Residents in accordance with Utah Code 57-8a-208 and other applicable law, and as provided in the Bylaws.

**13.7.4 Closing Fee**

The Association may charge a fee in an amount not to exceed \$50 (fifty US Dollars) for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Dwelling as provided by Utah Code 57-8a-106.

**13.7.5 Setup Fee**

The Association may charge a setup fee in an amount not to exceed \$250 (two hundred and fifty US Dollars) for setting up a new Member or Resident with the Association.

**13.7.6 Attorney Fees**

In addition to any other attorney fees and other costs provided for in the Declaration or these Bylaws, the Association shall be entitled to recover, from the responsible party, attorney fees, court costs, administrative costs, and all other costs that it incurs in relation to: (a) obtaining legal advice about an actual default or an actual violation of the Governing Documents by an Owner, Resident, or other party; (b) collecting, via third-party(s) or otherwise, unpaid assessments or other delinquent amounts owed to the Association by an Owner, Resident, or other party; (c) filing and prosecuting a lawsuit or taking any other legal action (including mediation and arbitration) in relation to any such default, violation, or collecting; (d) monitoring or otherwise engaging in any way in bankruptcy proceedings that involve any party in such default; (e) preparing, noticing, recording, securing, foreclosing, or taking any other action in relation to a lien against a Dwelling; and (f) taking any other action in relation to such default or violation. This provision shall be broadly construed to permit the Association to recover any reasonable attorney fees, administrative costs, damages, and other costs in any way related to such default, violation, or collecting, both during and after membership or residency in the Association.

In addition to the foregoing, should any party(s) bring suit in relation to the Project, Association, or Governing Documents against any other party(s), either during or after any such party's membership or residency in the Association, the prevailing party(s) shall be entitled to recover costs and reasonable attorneys' fees, including court costs, witness fees, and all other related costs, from the non-prevailing party(s), which shall be jointly and severally liable for all such costs and fees.

**13.8 No Offsets**

All Assessments and fees shall be payable at the time and in the amount specified in the Declaration, these Bylaws, or by the Board if not otherwise specified, and no offsets against such amounts by Owners or Residents shall be permitted for any reason, including but not limited to claims that the Board is not properly

exercising its duties or powers, claims in the nature of offset or that the Association owes an Owner or Resident money, or claims that the Association is not complying with its obligations as provided for in law or the Governing Documents.

### **13.9 Statement of Unpaid Assessments**

Upon an Owner's written request accompanied by payment of a fee in the amount of \$10 (ten US Dollars), the Association shall, within ten (10) days of such request and payment, issue a written statement indicating any unpaid Assessments and other amounts due and payable to the Association by the Owner as provided in Utah Code 57-8a-206. Once issued, each such written statement shall be binding upon all other Owners, the Manager, and the Board in favor of any person who relies in good faith on the written statement.

### **13.10 Due Dates and Collection**

#### **13.10.1 Assessments and Fees**

The monthly installments of the Regular Assessment shall be due and payable in full by the first (1<sup>st</sup>) day of each month for that month.

All other Assessments, fees, and other amounts due shall be due and payable in full within thirty (30) days of the dates assessed, imposed, or otherwise charged.

For purposes of the Association Act, all fees and other amounts due the Association by a party, including fines, accrued interest, administrative fees, and attorney fees and costs, shall be considered an Individual Assessment or other "assessment" as that term is used in the Association Act.

#### **13.10.2 Delinquency**

Any Assessment, fee, or other amount due that is not paid in full by its due date shall be considered delinquent.

#### **13.10.3 Partial Payment**

Partial payments shall be credited first to collection costs (including attorney fees), then to late fees, then to interest, then to Assessment, fees, and other amounts owed to the Association in order from oldest to most recent.

#### **13.10.4 Collection**

The Association may engage one or more agents to perform collection and other related tasks, and may disclose to its agents any personal information of Owners, Residents, and other parties reasonably necessary to perform such collection and other related tasks, even if such information is otherwise protected or considered private.

Amounts owed by any party under the Declaration, these Bylaws, or any other of the Governing Documents, including any Assessments, fees, and interest accrued, that are delinquent for more than thirty (30) days may be submitted for collection. The owing party(s) shall pay all delinquent amounts owed together with any and all related costs, fees, and interest allowed by law or provided for in the Governing Documents. Should collection be performed by a third-party agent, the owing party(s)

hereby covenants and agrees to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total delinquent amounts as well as all legal and other fees and costs related to their collection, with or without suit, including administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. This provision shall remain in force against all parties owing any amount to the Association both during and after membership or residency therein.

**13.10.5 Joint and Several Liability**

All Owners of a Dwelling shall be jointly and severally liable for all amounts owed to the Association in relation to the Dwelling or any of its Owners. Should a non-Owner Resident of a Dwelling owe any amounts to the Association, the Resident and all Owners of the Dwelling shall be jointly and severally liable for all such amounts.

**13.10.6 Lien**

The Association has a lien on each Dwelling pursuant to Utah Code 57-8a-301 for all assessments and for all fees, charges, and costs associated with collecting an unpaid Assessment, including court costs and reasonable attorney fees, late fees, interest, and any other amount the Association is entitled to recover as provided for in the Declaration or these Bylaws, or as provided for in an administrative or judicial decision.

**WITH RESPECT TO ANY LIEN IN EXISTENCE NOW OR IN THE FUTURE, EACH OWNER OF A DWELLING HEREBY WAIVES THE BENEFITS OF ANY HOMESTEAD LAWS OR EXEMPTION LAWS, INCLUDING THOSE OF THE STATE OF UTAH, NOW IN EFFECT OR AS THEY MAY COME INTO EFFECT FROM TIME-TO-TIME HEREAFTER.**

The Association may, but need not, record a notice of lien against a Dwelling.

**13.10.7 Foreclosure**

The Association shall have all rights and powers of foreclosure granted by the Association Act and other applicable law, both judicially and non-judicially. Pursuant to Utah Code 57-1-20 and 57-8a-302, an Owner's acceptance of an ownership interest in a Dwelling constitutes a simultaneous conveyance of the Dwelling in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of the Declaration and these Bylaws. The Association may appoint a qualified successor trustee from time to time.

In addition to any other action taken, the Association may commence foreclosure proceedings, judicial or non-judicial, at any time after an amount owed to it has been delinquent for at least one hundred and twenty (120) days.

By virtue of a security interest in a Dwelling governed by the Declaration and these Bylaws, lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with the Dwelling if the Association takes title to the Dwelling in relation to any failure to pay such.

### **13.10.8 Payment by Tenant**

Pursuant to Utah Code 57-8a-310, the Association shall have a right to demand and collect rent from any tenant under a lease or similar agreement with an Owner of a Dwelling for any delinquent Assessment or other amount owed by the Owner to the Association that is more than sixty (60) days past due. Each tenant, by residing in the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to the Association.

The Association may charge the delinquent Owner an administrative fee in an amount not to exceed \$25 (twenty-five US Dollars) for processing each tenant rent payment under this provision.

### **13.10.9 Other Remedies**

All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover a delinquent Assessment or other amount due against an Owner or other obligee personally. Any trustee fees, attorney fees, court costs, administrative costs, expenses of sale, late fees, interest, or other costs incurred in such exercise shall also be assessed against the Owner(s), their Dwellings(s), and/or other obligees jointly and severally.

## **14 REINVESTMENT FEE COVENANT**

Pursuant to Section 16-6a-302(r) of the Nonprofit Act, Utah Code 57-1-46 Transfer Fee and Reinvestment Fee Covenants, and Article 5.9 of the Declaration, the Association hereby establishes a transfer fee in the form of the following reinvestment fee covenant.

### **14.1 Reinvestment Fee Covenant**

With respect to each and every conveyance of a Dwelling to a new Owner, including the first conveyance to the first owner of the Dwelling, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Dwelling, (the "Reinvestment Fee") shall be paid to the Association.

The Reinvestment Fee shall be paid by the buyer of the Dwelling unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of common areas and facilities, and is required to benefit the Project.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association.

Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Reserve Fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding, conveyance of a Dwelling by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is directly or indirectly a beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

## **15 BUDGET AND RELATED MATTERS**

Consistent with Article 7.2.3 of the Declaration, the following provisions related to the Association's budget are hereby adopted.

### **15.1 Budget Adoption**

The Board shall prepare and adopt a Budget no later than thirty (30) days prior to the beginning of each Fiscal Year.

A copy of the Budget shall be provided to the Owners as soon as practicable after its adoption by the Board and no later than at the annual meeting of Members.

### **15.2 Budget Composition**

The Association's budget shall, for a given Fiscal Year, include line items for at least the following budget components:

#### **15.2.1 Regular Assessment Income**

This budget line item represents the Association's total annual income from Regular Assessment income anticipated during the Fiscal Year.

#### **15.2.2 Reinvestment Fee Income**

This budget line item represents the Association's total annual income from reinvestment fees anticipated during the Fiscal Year.

#### **15.2.3 Miscellaneous Income**

This budget line item represents the Association's total annual income from interest, fines, fees, charges, and other amounts anticipated during the Fiscal Year.

#### **15.2.4 Insurance Expenses**

This budget line item represents the Association's total annual insurance expenses for insurance premiums of the Association anticipated during the Fiscal Year.

**15.2.5 Common Expenses**

This budget line item represents the Association's total annual expenses for the Common Expenses of the Association anticipated during the Fiscal Year. This line item should be further broken down to include sub line items representing at least the following Association expenses: (1) insurance; (2) legal; (3) utilities; (4) snow removal; (5) landscape maintenance; (6) general maintenance and repairs; (7) management; and (8) miscellaneous.

**15.2.6 Reserve Component**

Pursuant to Utah Code 57-8a-211(6), this budget line item represents the total annual reserve amount that the Association plans to deposit into its reserve fund during the Fiscal Year.

**15.2.7 Additional Line Items**

The Association may include additional line items in its budget as needed.

**15.3 Capital Fund**

The Board may establish one or more bank accounts in which to deposit Capital Funds. Each Capital Fund, whether deposited in its own account or held with other Capital Funds, shall be attributed in its entirety to the particular Capital Improvement for which it was approved.

**15.4 Insurance Fund**

Pursuant to Utah Code 57-8a-405(8), the Board shall establish and maintain an Insurance Fund, whether deposited in a separate account or held with other Association funds, in an amount equal to the amount of the Association's insurance policy deductible or, if the deductible exceeds \$10,000, in an amount of not less than \$10,000. The insurance fund shall be used only for insurance deductible purpose and any amounts expended shall be replenished within sixty (60) days from excess operating funds of the Association or, if no such excess operating funds are available, by Special Assessment.

**15.5 Reserve Fund**

Pursuant to Utah Code 57-8a-211, the Board shall establish a reserve fund that shall be maintained in an account(s) separate from all other Association funds. The reserve fund is reserved, and shall only be used, for repairing, replacing, and restoring Common Area that has a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, but not for Common Expenses, ordinary maintenance expenses, or capital improvements.

**16 DELINQUENCY AND RELATED MATTERS**

The following regulations are hereby adopted pursuant to Article 7.7 of the Declaration and Utah Code 57-8a-216(2)(h) and 16-6a-302(2)(c).



**16.1 Delinquency**

Any Assessment, fee, charge, interest accrued, or other amount due and payable to the Association that is not paid in full by its due date shall be considered delinquent.

**16.2 Annual Assessment Installments**

Each year's Annual Assessment shall be paid in substantially equal monthly installments.

**16.3 Due Dates**

Each monthly installment of the Annual Assessment shall be due and payable in full on or before the first day of the month.

Each Special Assessment shall be due and payable in full, or in installments, and on or before the due dates as such are determined in writing by the Board.

**16.4 Partial Payment**

Partial payments shall be credited first to collection costs (including attorney fees), then to interest accrued, then to late charges, and then to Assessments owed in order of oldest to newest.

**16.5 Late Charge**

Consistent with Section 57-8a-218(14)(c) of the Act and pursuant to Article 7.1 of the Declaration, the Association shall charge a late charge in an amount of \$25 (twenty-five US Dollars) or 10% (ten percent) of the delinquent amount owed to the Association, whichever is greater.

Pursuant to Article 7.8.1 of the Declaration, a late charge shall be charged against any Assessment, or installment thereof, that is not paid in full within thirty (30) days after which such Assessment was due.

**16.6 Interest**

Consistent with Section 57-8a-208(3)(c) of the Act and pursuant to Article 7.8.1 of the Declaration, interest shall accrue to the Association at a rate of 18% (eighteen percent) on each delinquent Assessments owed to the Association with such interest accruing as of the due date an amount that becomes delinquent.

**16.7 Collection**

Consistent with Section 57-8a-301 of the Act and pursuant to Articles 7.1 and 7.8.5 of the Declaration, the Association may engage one or more agents to perform collection and other related tasks, and may disclose to its agents any personal information of Owners, Residents, and other parties reasonably necessary to perform such collection and other related tasks, even if such information is otherwise protected or considered private.

Past due amounts owed the Association by any party under the Governing Documents, including any Assessments, fees, late charges, and interest accrued, that are delinquent may be submitted for collection given not less than thirty (30) days written notice of collection pursuant to Article 7.7 of the Declaration. The owing party(s) shall pay all delinquent amounts owed together with any and all related costs, fees, late charges, and interest allowed by law and provided for in the Governing Documents. Should collection be performed by a third-party agent, the owing party(s) hereby covenants and agrees to pay all related collection costs and

fees, including a fee in the amount of the maximum percentage allowed by law of the total delinquent amounts as well as all legal and other fees and costs related to their collection, with or without suit, including administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. This provision shall remain in force against all parties owing any amount to the Association both during and after their membership or residency therein, or after having entered upon the Common Area or within the jurisdiction of the Association.

#### **16.8 Joint and Several Liability**

All Owners of a Dwelling shall be jointly and severally liable for all amounts owed to the Association in relation to the Dwelling or any of its Owners. Should a non-Owner Resident of a Dwelling, or a family member, guest, or invitee of an Owner or Resident, owe an amount to the Association, each such owing party along with all Owners of the Dwelling shall be jointly and severally liable for such amount.

### **17 OPERATION AND MAINTENANCE**

#### **17.1 Association Maintenance Obligations**

##### **17.1.1 Common Area**

The Association shall have the right and obligation to operate and maintain the Common Area and shall furnish and be solely responsible for without limitation, at the Association's own expense, all of the care, inspection, maintenance, repair, and replacement of the Common Area. Such maintenance obligations of the Association shall include: (a) clearing snow from the Common Area as determined by the Board; and (b) maintaining the landscaping of the Common Area. Notwithstanding the foregoing, the Association does not have any maintenance obligations for the public streets within the Project.

Notwithstanding the foregoing, no warranty or other promise is made to Owners, Residents, their guests and invitees, or to any other Person, as to the timeliness, frequency, and completeness of such snow clearing from the Common Area, nor shall the Association or Board be liable for damages of any kind in relation to such timeliness, frequency, and completeness. Nor shall the Association be responsible for the clearing of ice.

Notwithstanding the foregoing, Owners and Residents shall, with respect to their own use of the Common Area and that of their household members, guests, and invitees, be obligated to keep it neat, clean, free of hazards, and free of interference with the maintenance obligations of the Association. Further, no Owner or Resident shall make, or allow to be made, any changes to the Common Area, including but not limited to: (a) installation or modification of fencing or other Improvements; (b) planting of plants, shrubs, trees, or the like; and (c) damage beyond normal wear and tear from customary residential use.

##### **17.1.2 Common Area Maintenance Caused by Owner**

To the extent that an Owner or Resident, or their guest or invitee, cause damage to the Common Area or other Association property, all costs related to without limitation the cleaning, maintenance,

repair, restoration, or replacement in relation to such damage, along with all related administrative and other costs, shall be assessed to the Owner or Resident. If the individual(s) that caused the damage is a non-Owner Resident of a Dwelling, or a guest or invitee of such Resident, the Owner of the Dwelling shall be jointly and severally liable with such individual(s) for such assessment.

### **17.1.3 Lots**

The Association shall have the right and obligation to maintain the landscaping on the Lots, including without limitation the mowing, fertilizing, spraying for weeds, operating and maintaining sprinkler systems, and maintaining the decorative rock groundcover. Notwithstanding the foregoing, Owners shall remove and discard dead weeds from their Lots. Notwithstanding the foregoing, the Board shall have the power to establish Rules reallocating such landscaping maintenance obligations among the Association and Owners.

The Association shall have the right and obligation to clear snow from driveways, walkways, and sidewalks on the Lots as determined by the Board. Notwithstanding the foregoing, no warranty or other promise is made to Owners, Residents, their guests and invitees, or to any other Person, as to the timeliness, frequency, and completeness of such snow clearing on the Lots, nor shall the Association or Board be liable for damages of any kind in relation to such timeliness, frequency, and completeness. Nor shall the Association be responsible for the clearing of ice.

## **17.2 Owner Maintenance Obligations**

### **17.2.1 Dwellings**

Except as otherwise provided by applicable law, the Declaration, or these Bylaws, the Owner(s) of a Dwelling shall, incidental to ownership, have the right to improve and remodel, and the right and obligation to maintain, the Dwelling and shall furnish and be solely responsible for without limitation, at the Owner's own expense, all of the care, inspection, maintenance, repair, replacement, and the like of the Dwelling.

#### **17.2.1.1 Fencing and Sheds**

No Owner or Resident shall install or keep, or allow to be installed or kept, any fencing, shed, or the like on a Lot.

#### **17.2.1.2 Construction Defects**

The Association had no role or involvement in developing the Project or constructing the Dwellings. Therefore, the Association shall bear no responsibility or liability whatsoever for any construction defect, code violation, faulty materials, or the like in the Dwellings, or for any damage or harm of any type whatsoever arising from such.

#### **17.2.1.3 Weatherproofing**

The Owner(s) of a Dwelling shall be solely responsible for its weather barriers, weather seals, and weatherproofing. In the event any water in any form and from any source, or any other substance, enters a Dwelling from the outside by any means whatsoever and causes any kind of damage inside the Dwelling, the Owner(s) shall be responsible for such entry and damage, for any and all repairs in relation to such entry or damage, and for any and all costs in relation to such entry or damage.

**17.2.1.4 Repairs by Association**

No Owner shall permit its Dwelling to fall into a state of disrepair. In the event that an Owner permits any portion of its Dwelling to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within fifteen (15) days or other longer reasonable time. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Dwelling and take corrective action to abate the condition. All costs of such abatement shall be assessed to the Dwelling and its Owner(s) that shall promptly pay the reasonable costs of all work performed under this provision. In addition, the Association shall have a lien on each such Dwelling pursuant to Utah Code 37-8a-301.

**18. USE LIMITATIONS & RESTRICTIONS****18.1 Household Composition**

Occupancy of a Dwelling shall be limited to a single Family.

**18.2 Guest Use of Common Area**

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of Common Area by guests of Residents or by guests of non-resident Owners, but only to the extent that such Rules apply uniformly to all guests of Residents or to all guests of non-resident Owners.

**18.3 Rules and Governing Documents**

No Owner or Resident, or their household members, guests, or invitees, shall violate the Rules; no Owner or Resident shall do or keep anything within the Project that is in violation of the Governing Documents. Owners and Residents shall be responsible to ensure that their household members, guests, and invitees comply with all Rules and the Governing Documents.

**18.4 Business Use**

No business use or trade may be conducted from a Dwelling unless: (1) the business use or trade is not readily apparent by sight, sound, or smell from outside the Dwelling, other than for reasonable ingress and egress to and from the Dwelling and Project; and (2) the business use or trade does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of the Project or the Residents thereof. For purposes of this restriction, the phrase "business use or trade" shall not include: (3) working from home; (4) garage sales; and (5) leasing or renting a Dwelling.

**18.5 Garage Sales**

The Board shall have the power to establish Rules to allow garage sales and that place reasonable conditions and restrictions on garage sales within the Project. Absent such Rules, garage sales are prohibited. Notwithstanding the foregoing, other limitations and restrictions provided in the Declaration, the Articles of

Incorporation, or these Bylaws, such as those regarding parking, signs, nuisance, and other matters are not subject to such rulemaking. The term "garage sale" as used herein includes yard sales and the like.

#### **18.6 Subdivision or Timeshare**

No Lot shall be subdivided, partitioned, or in any manner split into physical tracts or parcels smaller than the whole Lot as shown on the Plat. Nor shall any Lot shown on the Plat be combined with one or more other Lots, land, or portion of the foregoing; nor shall any Lot or Dwelling be established or used as a timeshare.

#### **18.7 Fireworks**

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of fireworks within the Project, including prohibiting fireworks entirely within the Project. Notwithstanding the foregoing, the use of illegal fireworks and incendiary devices as defined by Utah Code 76-10-306 within the Project is strictly prohibited, as is the use of legal fireworks when such use is prohibited by a governmental or other regulatory authority that has jurisdiction over the Project.

#### **18.8 Graffiti**

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on graffiti within the Project, including prohibiting graffiti entirely within the Project. The term "graffiti" as used herein means drawings or inscriptions made with sidewalk chalk or other media that readily washes away with water or is otherwise readily removable from any surface to which it may be applied with minimal effort; graffiti in any other media that does not meet this definition is strictly prohibited within the Project.

#### **18.9 Trash Containers**

Except as otherwise established by Rule, all trash containers shall normally be stored so as to not be visible from the street except when put out for collection no earlier than the day prior to collection and stored again no later than the end of the day of collection.

#### **18.10 Disorderly Activities and Conditions**

Except as otherwise provided in the Declaration or these Bylaws, any activity that causes or creates disorderly, unsightly, or unkempt conditions that are visible from a street in the Project is prohibited, and all rubbish, debris, and unsightly materials or objects of any kind that are visible a street in the Project shall not be allowed to accumulate and shall be removed from Lots and Common Area. Such conditions include but are not limited to animal or yard waste, bicycles, toys, or other personal property left on the Common Area or that otherwise interfere with the Association's maintenance and repair obligations.

#### **18.11 Nuisance, Noise, and Quiet Hours**

The term "nuisance" as used herein means anything that is injurious to health, indecent, offensive to the senses, an obstruction to the free use of property, or that tends to interfere with the comfortable enjoyment of life or property. Nuisances are prohibited within the Project, including in, on, or about the Common Area and Dwellings. Nuisances include but are not limited to any condition brought about or activity carried out, illegal or otherwise, by an Owner or Resident or their household member, guest, or invitee, or by a Dwelling, that: (1) is noxious or offensive; (2) causes embarrassment, discomfort, annoyance, distress, or disturbance to any other Owners or Residents or their household members, guests, or invitees, particularly if law

enforcement is called to restore order; (3) creates an unreasonable amount of noise or traffic, especially after 10:00 p.m. and before 7:00 a.m.; or (4) results in an unreasonable level of light or sound pollution, particularly that is out of character with the rest of the Project. The Board shall have the power to establish Rules consistent with this restriction in relation to nuisance, noise, and quiet hours within the Project.

#### **18.12 Damage or Waste**

No damage or waste shall be caused to the Common Area or Limited Common Area by any Owner or Resident or their household member, guest, or invitee.

#### **18.13 Smoking**

Smoking is prohibited in, on, and about the Common Area. Smoking is also prohibited to the extent the smoke therefrom creates a nuisance. The term "smoking" as used herein includes but is not limited to the burning, smoking, or otherwise using any tobacco, marijuana, vaping, or other similar product or device of any type whatsoever.

#### **18.14 Hazardous Substances**

Owners and Residents shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances within the Project that are not properly controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept within the Project which would be in violation of any public law, ordinance, or regulation. Legally possessed substances that are customary in residential areas shall not be considered hazardous substances.

#### **18.15 Insurance Impacts and Inspections**

Nothing beyond that which is customary for residential use shall be done or kept within the Project by any Owner or Resident that will increase the rate of any insurance maintained by the Association, or that will result in cancellation of such insurance.

In the event of an insurance inspection or survey or the like that results in a requirement by the insurance provider for the Association to implement a loss control measure or the like, the Board shall timely take the required action and/or establish a Rule(s) or adopt a Resolution(s), as appropriate, sufficient to reasonably meet the requirement.

#### **18.16 Rentals**

The term "tenant" as used in these Bylaws means each renter, lessee, boarder, and occupant of a long-term or short-term rental and, to the extent allowed by law, each household member, guest, invitee, and occupant of such tenant. All tenants shall, except as prohibited by law, be subject to the Governing Documents and shall be jointly and severally responsible for violations of the Governing documents by their household members, guests, and invitees.

##### **18.16.1 Long-Term Rentals**

The term "long-term rental" as used in these Bylaws means a Dwelling that is leased or rented for occupancy by one (1) or more tenants under a written agreement with an initial term of at least six (6)



months, regardless of whether or not the Owner resides in the Dwelling during some or all of the term.

Subject to applicable laws and ordinances regarding the rental and leasing of real property, any Dwelling may be used as a long-term rental.

#### **18.16.2 Short-Term Rentals**

The term "short-term rental" as used in these Bylaws means a Dwelling that is leased or rented for occupancy by one (1) or more tenants under a written agreement with a term of fewer than six (6) months, regardless of whether or not the Owner resides in the Dwelling during some or all of the term. Short-term rentals are prohibited.

#### **18.16.3 Liability of Rental Owner**

The Owner(s) of a long-term or short-term rental shall be individually liable to the Association for (1) violations of the Governing Documents by or in any way related to a tenant; (2) acts and omissions of or in any way related to a tenant, regardless of intent or the degree of negligence; (3) damage to Common Area caused either directly or indirectly by in any way related to a tenant; and (4) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to a tenant.

#### **18.16.4 Indemnification by Rental Owner**

The Owner(s) of a long-term or short-term rental shall indemnify, defend, and hold harmless the Association against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association arising from or related in any way to such rental.

#### **18.17 Landscaping**

The Association is obligated to maintain all landscaping on the Common Area and the Lots. Owners and Residents shall not make, or allow to be made, any changes to the landscaping of the Common Area or the Lots. Notwithstanding the foregoing, Owners and Residents may maintain potted plants on their Lots to the extent they do not interfere with the maintenance of the landscaping or increase the cost thereof.

#### **18.18 Vehicles**

All vehicles, including without limitation passenger vehicles, recreational vehicles, service vehicles, off-highway vehicles, trucks, vans, golf carts, and trailers, that are parked or stored within the Project by an Owner or Resident shall be registered pursuant to applicable laws and ordinances, and shall be maintained in good running condition.

## **19 INSURANCE**

### **19.1 Insurance Requirement**

**NOTICE: THE ASSOCIATION'S INSURANCE DOES NOT COVER DWELLINGS OR THE PERSONAL PROPERTY OR PERSONAL LIABILITY OF THE OWNERS AND RESIDENTS, OR THEIR GUESTS AND INVITEES.**

The Association shall obtain insurance as required in these Bylaws and the Association Act, and may obtain insurance that provides more or additional coverage than that required.

For purposes of the Association Act, the term Dwelling as defined herein also means "detached dwelling" as that term is used in the Association Act.

### **19.2 Property Insurance**

Pursuant to Utah Code 57-8a-403(1)(a), the Association shall obtain and maintain in force a policy of property insurance covering all Common Area structures. Such property insurance shall insure against all risks of direct physical loss commonly insured against, including fire and extended coverage perils.

The coverage limits under such property insurance shall not be less than one hundred percent (100%) of actual replacement cost, as determined using methods generally accepted in the insurance industry, of the Common Area structures covered by such policy at the time the insurance is purchased and at each renewal date. To the extent reasonably available, the deductible under such property insurance shall not be more than \$1,000 (one thousand US Dollars).

### **19.3 Liability Insurance**

Pursuant to Utah Code 57-8a-403(1)(b), the Association shall obtain and maintain in force comprehensive general liability ("CGL") insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area.

The coverage limits under such liability insurance shall not be less than \$1,000,000 (one million US Dollars) per occurrence. Such liability insurance shall include a Severability of Interest Endorsement or equivalent provision that precludes the insurer from denying a claim because of the negligent acts of the Association or an Owner.

### **19.4 Directors and Officers Insurance**

Pursuant to Article 9.1.4 of the Declaration, the Association shall obtain and maintain in force directors and officers liability insurance protecting the Association and its Board members, officers, committee members, volunteers, employees, and managers against claims including but not limited to wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). Such insurance shall include coverage for: (1) monetary and non-monetary claims; (2) claims made under any fair housing act or similar laws; (3) any form of discrimination or civil rights violations; and (4) defamation.

**19.5 Fidelity Insurance**

Pursuant to Article 9.1.4 of the Declaration, the Association shall obtain and maintain in force insurance covering the theft and embezzlement of funds that shall provide coverage for: (1) an amount of not less than the sum of three months of Annual Assessments in addition to the prior calendar year's highest monthly balance of all Association accounts, funds, investments, and other financial assets combined; and (2) theft or embezzlement of such by the Association's Board, Directors, Officers, committee members, volunteers, employees, or Managers or their employees.

**19.6 Earthquake Insurance**

The Association may obtain earthquake insurance as the Board deems appropriate.

**19.7 Flood Insurance**

The Association may obtain flood insurance as the Board deems appropriate.

**19.8 Dwelling Insurance**

**THE OWNER(S) OF EACH DWELLING SHALL, AT ITS OWN EXPENSE, OBTAIN AND MAINTAIN IN FORCE AT ALL TIMES AT LEAST PROPERTY AND LIABILITY INSURANCE THAT COVERS THE DWELLING IN AT LEAST AN AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT. THE ASSOCIATION DOES NOT, AND SHALL NOT BE RESPONSIBLE TO, PROVIDE ANY INSURANCE WHATSOEVER FOR THE DWELLINGS LOCATED IN THE PROJECT.**

**THE ASSOCIATION SHALL NOT BE LIABLE FOR AND IS NOT REQUIRED TO FILE CLAIMS AGAINST ANY OF ITS INSURANCE POLICIES FOR ANY DAMAGE OR LIABILITY THAT SHOULD OR WOULD HAVE BEEN COVERED UNDER AN OWNER'S INSURANCE POLICY.**

**20 RESERVE STUDY**

Pursuant to Utah Code 57-8a-211, the Board shall have a Reserve Study conducted no less frequently than every six (6) years and updated no less frequently than every three (3) years. Each Reserve Study shall be conducted and updated by a competent third-party provider experienced in conducting such studies.

Pursuant to Utah Code 57-8a-211(5), the Association shall annually provide a copy of the most recent Reserve Study to the Owners.

**21 CORPORATE RECORDS**

**21.1 Record Keeping**

Consistent with Section 57-8a-227(1) of the Act and Section 16-6a-1601(5) of the Nonprofit Act and in addition to all other requirements under applicable law, the Association shall keep copies of the following

records (the "Records") at its principal office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any adopted Resolutions; (5) the Minutes of all meetings of Members held over the most recent three (3) year period; (6) the Minutes of all Board meetings held over the most recent three (3) year period; (7) records of all actions taken without a meeting over the most recent three (3) year period; (8) all written communications to Members for the most recent three (3) year period; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; (11) the most recent budget of the Association; (12) the most recent Reserve Study of the Association; and (13) certificates of insurance for each insurance policy held by the Association, or the policies themselves.

## **21.2 Record Availability**

The Association shall make the Records available to Owners, free of charge, through the Association's website. If the Association does not have an active website, physical copies of the Records shall be made available to the Owners by appointment during regular business hours at its principal office or that of its Manager.

An Owner may request in writing to inspect or copy a Record. Such a written request shall include: (1) the Association's name; (2) the Owner's name; (3) if the Owner is a legal entity, copies of entity records showing that the requesting party is an authorized representative of the Owner; (4) the address of the Owner's Lot; (5) the Owner's or authorized representative's email address; and (6) a description of the specific Record(s) being requested.

If an Owner requests the Association to provide it with a copy or scan of a Record, the Owner shall pay to the Association an amount that includes ten (10) cents per page and \$15 per hour for the Association's agent's time, or the actual amount if the copy or scan is provided by a third-party provider; all such amounts shall be considered an assessment against the Owner.

## **22 AMENDMENTS**

### **22.1 Amendment of Bylaws**

These Bylaws may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend these Bylaws shall be obtained by action by written ballot.

A Director may execute, certify, and record any duly approved amendment of these Bylaws. Any such amendment shall be prepared at the request of the Board by an attorney licensed to practice law in the State of Utah and who specializes in Utah homeowners association law.

### **22.2 Amendment Effective Date**

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the county in which the Association is located.

## **23 PROCEDURAL IRREGULARITIES**

### **23.1 Waiver of Irregularities**

No Person other than an Owner may make any claim or the like against the Association in relation to procedural inaccuracies and irregularities. All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, and the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting Persons present at the meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking Minutes or the content thereof; and (8) the manner of enforcing the Governing Documents **shall be deemed waived under the following circumstances:** (a) if the objecting Owner did not object within thirty (30) days of a violation enforcement action taken; (b) if the objecting Owner was in attendance at the meeting, but the issue upon which the objection is based was perceptible and no objection was made at the meeting; (c) if the objecting Owner was not in attendance at the meeting but proper notice of the meeting was given; (d) if the objecting Owner was not in attendance at the meeting and proper notice of the meeting was not given, but the Owner had actual notice of the meeting before it occurred; (e) if the objecting Owner was not in attendance at the meeting, proper notice of the meeting was not given, the Owner did not have actual notice of the meeting before it occurred, but the Owner did not object within thirty (30) days of receiving notice of the occurrence of the meeting or of an action, vote, or decision thereat; and (f) if a decision, vote, or action was taken without a meeting, but the Owner did not object within thirty (30) days of receiving notice of the decision, vote, or action taken.

### **23.2 Objections to Irregularities**

All objections to procedural inaccuracies and irregularities, except those made at a meeting, shall be made in a writing that is signed by the objecting Owner and provided to the Board. The date on which the writing is received by the Board shall control for purposes of waiver.

Whether at the meeting or in writing, objections must be specific, must include identification of the particular provision of the Governing Documents or other law that is alleged to have been violated, and must include a brief statement of the facts supporting the alleged violation.

Any purported objection to procedural inaccuracies and irregularities that does not comply with the foregoing requirements shall not be considered a valid objection.

### **23.3 Non-Waivable Irregularities**

Any procedural inaccuracy and irregularity that is the result of fraud or that was caused knowingly and intentionally in violation of the Governing Documents or applicable law shall not be waived.

## **24 ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION**

### **24.1 General Assumption of Risk**

In consideration of use of the Common Area, including but not limited to any of the following that currently exist, or may be constructed in the future, within the Association: (1) water systems and features, and related equipment and facilities, including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs,

equipment, sprinklers, irrigations systems, and other water systems; (2) equipment and facilities including but not limited to buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and grass areas; (3) gathering areas including but not limited to pavilions and related tables, chairs, and other equipment, both outdoors and indoors; (4) play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment, both outdoors and indoors; and (5) all other common areas, property, equipment, and facilities of every kind owned or maintained by the Association now and in the future, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK related thereto**, including but not limited to risk of temporary and permanent personal injury, illness, disability, paralysis, death, and harm of any kind, and property damage of any kind, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge that such use of the Common Area may involve risks that include but are not limited to accident, injury, death, sensitivities to and injuries arising from pool or other chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, unforeseen, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that such use of the Common Area is not or may not be supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of its condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering upon or making use of the Common Area, inspect and carefully consider the Common Area, and that such entering upon or making use of the Common Area constitutes the Person's acknowledgment that the Common Area has been inspected and carefully considered by the Person, and that the Person finds and accepts the Common Area as being safe and reasonably suited for the purposes of such entering upon or use.

#### **24.2 Health Assumption of Risk**

In further consideration of use of the Common Area, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to acknowledge the possible existence of all health hazards, including without limitation those related to viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, and other contaminants, (the "Health Hazards") and to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK related to such Health Hazards**. Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to such Health Hazards from or while using the Common Area, and that such risks include without limitation temporary and permanent injury, illness, disability, and death. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by such Health Hazards from or while using the Common Area may result from the actions, omissions, or negligence of the Person or others, including but not limited to those of the Association and any of its agents, contractors, directors, officers, volunteers, Owners, or Residents, and their families, children, and guests. Each such Person is further deemed to understand and acknowledge that the condition of the Common Area with respect to Health Hazards is not or may not be monitored by the Association or its agents, that the Association does not employ Health Hazard monitors, mitigators, or other staff to protect the Person from Health Hazards, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area with respect to possible Health Hazards.



### **24.3 Covenants, Conditions, Restrictions, and Rules of the Association**

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association makes the Common Area available for authorized use only—that is, for the use and enjoyment of the Owners, Residents, and their families, guests, and invitees, and that entry upon and use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, and Rules of the Governing Documents, including as they relate to the Common Area, and that the Person shall be fully and solely responsible for ensuring that the Person's family, guests, and invitees also abide by all such covenants, conditions, restrictions, and rules, and that the Person shall be fully and solely responsible for the actions and inactions of all such family, guests, and invitees, and for any harm or damage they may cause directly or indirectly, whether such family, guests, or invitees are the Person's own or those of their family, guests, or invitees. Each such Person is further deemed to certify and covenant that, while using the Common Area, the Person shall obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be fully and solely responsible to ensure that the Person's family, guests, and invitees do likewise.

### **24.4 Warnings, Rules, and Regulations Regarding Health Hazards**

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that federal, state, or local agencies or health departments may have and may yet promulgate warnings, rules, or regulations related to the Health Hazards, that the Person has an affirmative obligation to seek out, read, understand, and comply with all such warnings, rules, and regulations as they may issue or change from time to time, and that the Person shall fully comply with all such warnings, rules, and regulations while upon or making use of the Common Area, and that the Person shall be fully and solely responsible to ensure that the Person's family, guests, and invitees do likewise.

### **24.5 No Responsibility**

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association and its agents are not responsible for any lost, stolen, or damaged personal property belonging to the Person or that of any of the Person's family, guests, or invitees including while such property is located in, on, or around the Common Area or other facilities or property within the Association, including any parking lots.

### **24.6 Release, Waiver of Liability, and Indemnification**

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, Directors, Officers, volunteers, Managers, Owners, Residents, and insurers (the "Released Parties") arising out of or related in any way to the Person's entry upon or use of the Common Area, and such entry upon or use by any of the Person's family, guests, or invitees of the Common Area. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liability, alleged or otherwise, to the Person or to any of the Person's family, guests, and invitees in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, Directors, Officers, volunteers, and Managers. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and

against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees, with or without suit, and all related costs, (the "Indemnified Liabilities") caused directly or indirectly to the Person or to any of the Person's family, guests, or invitees by the Association or its agents, Directors, Officers, volunteers, or Managers, or caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, guests or invitees.

## **25 INDEMNIFICATION**

### **25.1 Indemnification**

The Association shall indemnify the Directors, Officers, committee members, volunteers, Managers, employees, and other agents of the Association against any and all claims, actions, suits, proceedings, costs, expenses, and liabilities whatsoever, including without limitation attorneys' fees, with or without suit, court costs, and all related expenses, arising against them personally in relation to the good faith exercise of their powers, duties, and responsibilities in any way related to the Governing Documents. The indemnification provided herein shall continue as to any Person who has for any reason ceased to be a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association and shall inure to the benefit of the heirs, executors, and administrators of all such Persons.

## **26 GENERAL**

### **26.1 Principal Place of Business**

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry as such may change from time to time.

### **26.2 Applicability**

These Bylaws shall apply to and be binding upon all Owners and Residents and, to the extent not prohibited by law, all Persons who enter upon or in any way make use of the Common Area.

### **26.3 Conflicts**

Notwithstanding anything contrary in the Governing Document and pursuant to Section 57-8a-228(5) of the Act, in the event of any conflict, the provisions of (1) the Act, (2) the Nonprofit Act, (3) the Plat and Declaration equally, (4) the Articles of Incorporation, (5) these Bylaws, (6) duly adopted Resolutions of the Association's membership from newest to oldest, (7) duly adopted Resolutions of the Board from newest to oldest, and (8) duly adopted Rules shall prevail in that order.

### **26.4 Compensation**

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred

in the performance of their duties if such expenses were approved in writing in advance by the Board; otherwise, such expenses may be reimbursed at the discretion of the Board.

A compensated Manager, contractor, employee, or other Person compensated by the Association may, unrelated to their compensated services, serve as a Director or an appointed Officer in accordance with these Bylaws but shall not receive additional compensation therefor.

#### **26.5 No Offsets**

All assessments and fees shall be payable at the time and in the amount specified by the Association in accordance with the Governing Documents, and no offsets against such amounts by Owners and Residents shall be permitted for any reason, including but not limited to: (1) claims that the Board is not properly exercising its duties or power; (2) claims in the nature of offset or that the Association owes the Owner or Resident money; or (3) claims that the Association is not complying with its obligations as provided for in the Governing Documents.

#### **26.6 No Estoppel or Reliance**

With respect to these Bylaws, no one may rely upon any statement or authorization from the Board or anyone else that is contrary to these Bylaws, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone in relation to any alleged reliance.

#### **26.7 Fiscal Year**

Pursuant to Article 7.2.2 of the Declaration, the Fiscal Year of the Association shall begin on the first day of January and end the last day of December of each year.

#### **26.8 Waiver**

Failure of the Association at any time to enforce any aspect of these Bylaws or the other Governing Documents shall not be construed as a waiver of the Association's right to enforce such aspects, or as a waiver, abandonment, or modification of such aspects.

#### **26.9 Time Limit for Claims**

Any claim, action, litigation, or the like arising out of these Bylaws or the other Governing Documents brought by any party subject thereto against the Association or its Board, Director, Officer, agent, volunteer, Manager, contractor, or employee must be commenced within twelve (12) months of the cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought against such a party within twelve (12) months shall be considered forever waived as to that party.

#### **26.10 Governing Law**

These Bylaws and the other Governing Documents shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

#### **26.11 Jurisdiction**

Any action, suit, or other proceeding arising out of these Bylaws or other Governing Document shall be brought in a court of the State of Utah or a federal court located therein. To the not prohibited by law, all

Owners and Residents, and all other Persons who at any time have entered upon or in any way made use of the Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

**26.12 Severability**

Should any term, condition, provision, or portion of these Bylaws or the other Governing Documents, or any other aspect of such be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of the Invalid Term in view of the Governing Documents, and the balance of such shall remain in full force and effect.

**26.13 Gender and Number**

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

**26.14 Headings**

Unless explicitly stated otherwise, headings in the Governing Documents are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

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EXHIBIT A – Example Proxy Appointment Form

**PROXY APPOINTMENT FORM**

Lot Address: \_\_\_\_\_

BE IT KNOWN, that I, \_\_\_\_\_, the undersigned, hereby  
appoint \_\_\_\_\_ as my true and lawful attorney-in-fact and  
agent for me, and in my name, place and stead, to vote as my proxy at the association  
meeting to be held on \_\_\_\_\_ or any adjournment thereof (the  
“Meeting”), for the transaction of any business which may legally come before the  
meeting, and for me and in my name, to act as fully as I could do if personally present,  
and I herewith revoke any other proxy heretofore given.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

**BY SIGNING THIS PROXY APPOINTMENT I CERTIFY UNDER PENALTY OF PERJURY THAT THE  
PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A  
LEGAL ENTITY, I AM A DULY-AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF  
THIS PROXY APPOINTMENT.**



EXHIBIT B – Example Written Ballot for a Proposed Action

**Title of Proposed Action**  
(Include a *description* of the proposed action here)

Yes                       No

Lot Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_  
Is the Owner a Legal Entity?  Yes  No; **NOTE:** Owner's full legal name required

Owner Address: \_\_\_\_\_

Voter Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: \_\_\_\_\_  
Required only if different than Owner Address.

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_  
I am signing as:  an Owner,  an Owner's Proxy or agent, or  an Authorized Representative of an Owner that is a legal entity.

**BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY-AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.**

**IMPORTANT:** All information requested above is required unless indicated otherwise. Your fully-completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. 'Yes' votes on a majority of valid ballots are required to approve the proposed action.

**WARNING: ONLY ONE VOTE IS ALLOWED PER LOT.** If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Lot, then all of the written ballots received for that Lot shall be considered invalid and shall not be counted.

EXHIBIT C – Example Written Ballot for an Election of Candidate(s)

**Election Ballot**  
Election of Directors

Vote for no more than two (2) of the following candidates:

Candidate 1  
 Candidate 2  
 Candidate 3

Lot Address: \_\_\_\_\_

Owner Name: \_\_\_\_\_  
Is the Owner a Legal Entity?  Yes  No, **NOTE:** Owner's full legal name required.

Owner Address: \_\_\_\_\_

Voter Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Required only if different than Owner Name, **NOTE:** Voter's full legal name required.

Voter Address: \_\_\_\_\_  
Required only if different than Owner Address

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_  
I am signing as:  an Owner,  an Owner's Proxy or agent, or  an Authorized Representative of an Owner that is a legal entity

**BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY-AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.**

**IMPORTANT:** All information requested above is required unless indicated otherwise. Your fully-completed ballot must be received by the Association no later than *<date>* or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. The two (2) candidates receiving the most votes will be elected. **If more than two (2) candidates are selected on this ballot then it shall be considered invalid and shall not be counted.**

**WARNING: ONLY ONE VOTE IS ALLOWED PER LOT.** If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Lot, then all of the written ballots received for that Lot shall be considered invalid and shall not be counted.

EXHIBIT D – Example Violation Report Form

**VIOLATION REPORT FORM**  
*<name of HOA>*

My Name: \_\_\_\_\_, Phone: \_\_\_\_\_

My Address: \_\_\_\_\_, Email: \_\_\_\_\_

Name and Address of violator or Lot in violation:  
\_\_\_\_\_

Description, date and time of violation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provision(s) of Governing Documents that was violated:  
\_\_\_\_\_

Please provide pictures of the violation if available.

My Certifying Signature: \_\_\_\_\_

**I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board.**

EXHIBIT E – Example Notice of Violation

**NOTICE OF VIOLATION**

*<date of notice>*

Lot Address: \_\_\_\_\_

This is a formal notice that you are in violation of the following sections of the Association's governing documents: *<list applicable sections here>*.

*<copy relevant text of applicable sections here>*

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or  any occurrence of a similar violation within one year of the date of this notice, may result in a fine being assessed against the Lot and/or the owner(s) and/or resident(s) of the Lot.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Lot, legal proceedings, foreclosure, and/or termination of rights to vote.

All communication regarding this notice shall be in writing to:

The Homeowners Association  
*<email address>*

EXHIBIT F – Example Notice of Fine

**NOTICE OF FINE**

*<date of notice>*

Lot Address: \_\_\_\_\_

This is a formal notice that you are in violation of the following sections of the Association's governing documents: *<list applicable sections here>*.

*<copy relevant text of applicable sections here>*

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

On *<date(s)>* a prior notice(s) was issued for a similar violation(s) of the same sections of the Association's governing documents.

**FINE AMOUNT:** \_\_\_\_\_. This amount must be paid  by *<date>* or  within *<time period>* days of the date of this notice. Late payments may be subject to late charges, interest, collection costs, and/or attorney fees. Lots and/or owners with amounts past due may be deemed not in good standing and thus become ineligible to vote in Association elections. Past-due amounts may constitute a lien against the Lot which may be foreclosed.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or  any occurrence of a similar violation within one year of the date of this notice, may result in another fine being assessed against the Lot and/or the owner(s) and/or resident(s) of the Lot.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Lot, legal proceedings, foreclosure, and/or termination of rights to vote.

All communication regarding this notice shall be in writing to:

The Homeowners Association  
*<email address>*

**EXHIBIT G – Declaration and Plats**

A true and complete copy of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision is attached following this page, which also includes a true and complete copy of the original Declaration and the Plats.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



Entry No. 466839 B: 1564 P: 0335  
 09/06/2023 01:11:37 PM FEE \$88.00 Pages: 41  
 RESTRICTIVE COVENANT For: Spring Legacy Homeowners Association  
 Chad Montgomery, Box Elder County Utah Recorder

**WHEN RECORDED, MAIL TO:**

SPRING LEGACY HOMEOWNERS ASSOCIATION  
 c/o CCI Law  
 577 S 150 E  
 Smithfield, Utah 84335

**FIRST AMENDMENT  
 TO THE  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR  
 SPRING HOLLOW LEGENDS SUBDIVISION  
 (SPRING LEGACY HOMEOWNERS ASSOCIATION)**

LOTS 14-29 & 36-53 OF SPRING HOLLOW SUBDIVISION as shown in the three plats entitled: (1) SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on April 26, 2017, as Entry No. 370025, and re-recorded on May 8, 2017, as Entry No. 370451, in the recorder's office of Box Elder Country, Utah; (2) SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on June 17, 2021, as Entry No. 434808 in the recorder's office of Box Elder Country, Utah; and (3) SPRING HOLLOW SUBDIVISION PHASE 3 that was recorded on May 24, 2022, as Entry No. 451735, and was re-recorded as Entry No. 452470 in the recorder's office of Box Elder Country, Utah.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
14	06-188-0014	29	06-188-0035	50	06-188-0059
15	06-188-0015	36	06-188-0041	51	06-188-0042
16	06-188-0016	37	06-188-0046	52	06-188-0043
17	06-188-0017	38	06-188-0047	53	06-188-0044
18	06-188-0018	39	06-188-0048		
19	06-188-0019	40	06-188-0049		
20	06-188-0020	41	06-188-0050		
21	06-188-0021	42	06-188-0051		
22	06-188-0022	43	06-188-0052		
23	06-188-0023	44	06-188-0053		
24	06-188-0024	45	06-188-0054		
25	06-188-0025	46	06-188-0055		
26	06-188-0026	47	06-188-0056		
27	06-188-0027	48	06-188-0057		
28	06-188-0034	49	06-188-0058		

FIRST AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SPRING HOLLOW LEGENDS SUBDIVISION  
(SPRING LEGACY HOMEOWNERS ASSOCIATION)

EXCEPT IN VERY LIMITED CIRCUMSTANCES

**OCCUPANCY IS RESTRICTED  
TO  
PERSONS 55 YEARS OF AGE AND OLDER**

(Carefully review the Declaration and Plats for these IMPORTANT restrictions as this subdivision and its homeowners association are an Active Adult Community.)

RECITALS

1. WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision (the "Declaration") was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370026 beginning on Page No. 867 of Book No. 1306, a copy of which is attached as **EXHIBIT "D"**; and
2. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 1 (the "Phase 1 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on April 26, 2017, as Entry No. 370025, was re-recorded on May 8, 2017, as Entry No. 370451, and identifies Lots 14-28 as lots, and parcels "A" and "B" as common areas, that are situated within the Spring Hollow Legends subdivision, an Active Adult Community, a copy of which plat is attached as part of **EXHIBIT "A"**;<sup>1</sup> and
3. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 2 & Amendment of Lot 28 of Spring Hollow Subdivision Phase 1 (the "Phase 2 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on June 17, 2021, as Entry No. 434808 and identifies Lots 28, 29, 36, and 51-53 as lots that are situated within the Spring Hollow Legends subdivision, an Active Adult Community, a copy of which plat is attached as part of **EXHIBIT "A"**;<sup>2</sup> and
4. WHEREAS, the plat entitled Spring Hollow Subdivision Phase 3 (the "Phase 3 Plat") was recorded in the Box Elder County recorder's office in the State of Utah on May 5, 2022, as Entry No. 452570, was re-recorded on May 24, 2022, as Entry No. 452470, and identifies Lots 37-50 as lots, and parcels "C" and "D" as common areas, that are situated within the Spring Hollow Legends subdivision, an Active Adult Community, a copy of which plat is attached as part of **EXHIBIT "A"**;<sup>3</sup> and
5. WHEREAS, the Declaration refers to, and the foregoing plats dedicate the designated common areas to, the subdivision's homeowners association (the "HOA");<sup>4</sup> and
6. WHEREAS, the HOA was organized as **SPRING LEGACY HOMEOWNERS ASSOCIATION**, a Utah nonprofit corporation; and

<sup>1</sup> See the Phase 1 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph. Note that this plat creates the first phase of the Spring Hollow Subdivision that includes two distinct subdivisions: (1) the Spring Hollow View subdivision comprising Lots 1-13; and (2) the Spring Hollow Legends subdivision, an Active Adult Community, comprising Lots 14-28 and Parcels "A" and "B". This amendment only affects the Spring Hollow Legends subdivision and its HOA, the Spring Legacy Homeowners Association.

<sup>2</sup> See the Phase 2 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph. Note that the sentence "The purpose of this survey is to create a Subdivision comprised of Spring Hollow View (Lots 31-35) and Spring Hollow Legends (Lots 28, 29, 35, 51-53)" includes a scrivener's error. The correct sentence, consistent with the first paragraph of the Declaration, is "The purpose of this survey is to create a Subdivision comprised of Spring Hollow View (Lots 31-35) and Spring Hollow Legends (Lots 28, 29, 36 35, 51-53)" where the underlined text is correct and strikethrough text is incorrect. That is, Lot 35 is part of the Spring Hollow View subdivision and Lot 36 is part of the Spring Hollow Legends subdivision.

<sup>3</sup> See the Phase 3 Plat, Descriptions, Basis of Bearing & Narrative, second paragraph.

<sup>4</sup> See the NOTE on the EXHIBIT "D" page regarding the Declaration's use of the term "Master Association."

7. WHEREAS, the first paragraph of the Declaration explicitly identifies only Lots 14-28 and 36-53—and not Lot 29—as being part of the Spring Hollow Legends Subdivision; and
8. WHEREAS, the Phase 2 Plat that first created and situated Lot 29 within the Spring Hollow Legends subdivision was recorded some four years after the Declaration and Phase 1 Plat were recorded; and
9. WHEREAS, the Declaration has never been amended to explicitly include Lot 29 in the Spring Hollow Legends Subdivision and the HOA; and
10. WHEREAS, Lot 29 is situated such that the average person would naturally assume it to be within the Spring Hollow Legends Subdivision and subject to the HOA; and
11. WHEREAS, as part of an agreement with the HOA, the owner of Lot 29 recorded a deed restriction in the Box Elder County, Utah, recorder's office on July 26, 2023, as Entry No. 465562 beginning on Page No. 988 of Book No. 1560 that subjects Lot 29 to the Declaration and the HOA, a copy of which is attached as **EXHIBIT "B"**; and
12. WHEREAS, the Association wishes to amend the Declaration to explicitly include Lot 29 in the Spring Hollow Legends Subdivision and subject it to the HOA; and
13. WHEREAS, the Declaration requires owners of at least 75% of the lots to approve an amendment to the Declaration which percentage is overridden by applicable state law which limits the approval requirement to no more than 67%;<sup>5</sup> and
14. WHEREAS, owners representing at least 67% of the lots (23 of the 33 lots not including Lot 29) have voted by written ballot to approve this amendment, copies of which are attached as **EXHIBIT "C"**<sup>6</sup>;
15. NOW THEREFORE, the Association hereby adopts the following First Amendment to the Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision and authorizes its recording against the real property described in **EXHIBIT "A"**, which amendment is effective as of the date it is duly recorded in the Box Elder County recorder's office.

#### AMENDMENT

The first paragraph of the Declaration is hereby deleted and replaced with the following paragraph:

Lots 14-29 & 36-53 of the SPRING HOLLOW SUBDIVISION shall be known as the SPRING HOLLOW LEGENDS SUBDIVISION, in the County of Box Elder, Utah, in accordance with the official plats thereof recorded in the recorder's office of Box Elder

<sup>5</sup> UCA 57-8-39 or 57-8a-104(1).

<sup>6</sup> The first ballot attached includes all five pages that were distributed with each ballot to lot owners, but subsequent ballots include only the first page in order to minimize the page count.

County, Utah. Lots 14-29 & 36-53, along with all Common Areas so designated on the various plats and described in the Declaration,<sup>7</sup> are subject to this Declaration of the SPRING LEGACY HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

Further, all other lists or indications in the Declaration of lots within the SPRING HOLLOW LEGENDS SUBDIVISION shall hereby be considered amended to include Lot 29 as the context allows.

IN WITNESS WHEREOF, the undersigned Director certifies that, pursuant to applicable state law, owners representing at least 67% of the lots have approved this amendment.

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

*Lisa Park*  
Lisa Park, Director and President

State of Utah )  
 ) ss.  
County of Box Elder )

On the 16 day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that she is a Director and the President of the Spring Legacy Homeowners Association, did voluntarily sign this instrument in that capacity, and acknowledged that the association thereby executed this instrument.

(Seal) 

*J. Arbon*  
NOTARY PUBLIC SIGNATURE

**SPRING ACRES DEVELOPMENT GROUP, LLC**

Declarant and Current Owner of Lot 29

*Blake A. Christensen*  
Blake A. Christensen, Manager or Member

State of Utah )  
 ) ss.  
County of Box Elder )

On the 23 day of August, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is an authorized Manager or Member of Spring Acres Development Group, LLC, the Declarant and Current Owner of Lot 29, did voluntarily sign this instrument in those capacities, and acknowledged that the Declarant and Current Owner of Lot 29 thereby authorizes and approves this amendment and its recordation to the extent necessary.

(Seal) 

*J. Arbon*  
NOTARY PUBLIC SIGNATURE

<sup>7</sup> See Decl., Recitals A and Arts. 1 & 6.

**EXHIBIT "A"**  
Legal Description

**PHASE 1:** LOTS 14-28 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 on April 26, 2017, and re-recorded on May 8, 2017, as Entry No. 370451, in the recorder's office of Box Elder Country, Utah; and

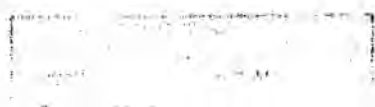
**PHASE 2:** LOTS 29, 36, and 51-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on June 17, 2021, as Entry No. 434808 in the recorder's office of Box Elder Country, Utah; and

**PHASE 3:** LOTS 37-50 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was recorded on May 5, 2022, as Entry No. 451735, and was re-recorded on May 24, 2022, as Entry No. 452470, in the recorder's office of Box Elder Country, Utah.

True and complete copies of the three above-referenced plats are attached following this page.



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**EXHIBIT "B"**

**Deed Restriction—Lot 29 of the Spring Hollow Subdivision**

A true and complete copy of the recorded deed restriction for Lot 29 of the Spring Hollow Subdivision is attached following this page.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

Entry No. 465562 B: 1560 P: 0988  
07/26/2023 04:50:10 PM FEE \$40.00 Pages: 1  
RESTRICTION for BLAKE A CHRISTENSEN  
Chad Montgomery, Box Elder County Utah Recorder

WHEN RECORDED MAIL TO:

CCI Law  
Attn: L. Alan Collins  
557 South 150 East  
Smithfield, Utah, 84335

**DEED RESTRICTION**  
**LOT 29 - SPRING HOLLOW SUBDIVISION**

WHEREAS, SPRING ACRES DEVELOPMENT GROUP, LLC, a Utah limited liability company, is the present owner (the "Property Owner") of the following real property (the "Property"):

Lot 29 of the SPRING HOLLOW SUBDIVISION (the "Subdivision") as described in part in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 which was recorded on June 21, 2021, in the recorder's office of Box Elder County, Utah, as Entry No. 434808, said Lot 29 also referred to as Parcel No. 06-188-0035 which is located at 2801 West 1225 North (2801 West Hollow Drive), Tremonton, Utah 84337; and

WHEREAS, Lot 29 was platted after a certain Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision (the "Declaration") was recorded on April 26, 2017, in the recorder's office of Box Elder County, Utah, as Entry No. 370026, which Declaration applies to the SPRING LEGACY HOMEOWNERS ASSOCIATION (the "HOA"), a Utah nonprofit corporation, an HOA restricted to persons 55 years of age or older; and

WHEREAS, Lot 29 is intended to be subject to the Declaration and the HOA,

NOW THEREFORE, the Property Owner does hereby impose the following deed restriction upon the Property, which restriction shall run with the land and be binding upon the Property Owner and all successors in title:

- 1. Subject to Restrictive Covenants. The Property, and the present and future owners thereof, shall be subject to the HOA and the Declaration as it is currently recorded and as it may be duly amended or restated from time to time.

WITNESS, the hand of said Property Owner this 26 day of July, 2023,

**Property Owner:**  
SPRING ACRES DEVELOPMENT GROUP, LLC

By: Blake A. Christensen  
Blake A. Christensen, Member or Manager

State of Utah, County of Box Elder (ss)

On the above-listed date, the above-named individual personally appeared before me who, being by me duly sworn, did say that he is a member or manager of SPRING ACRES DEVELOPMENT GROUP, LLC, is duly authorized to execute this instrument as such, and did state that SPRING ACRES DEVELOPMENT GROUP, LLC thereby executed the same.

Jennifer W. Arbon  
NOTARY



**EXHIBIT "C"**

**Membership Approval of this Amendment**

A true copy of at least the first page of each ballot approving this amendment is attached following this page. Approving ballots representing at least 67% or 23 of the 33 lots (not including Lot 29) are attached.

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—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**  
**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

Signed: Aaron Jubitz      **LOT 14**

Print: **Aaron Jubitz**      Date: 08/04/2023

Lot Address: 1208 N 2700 W

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

The following additional documents are attached to provide further detail:

1. An annotated copy of the first page of the CC&Rs recorded on April 26, 2017, showing that only Lots 14-28 & 36-53 were listed, leaving out the later-added Lot 29.
2. An annotated copy of the Phase 1 Plat that was recorded with the CC&Rs on April 26, 2017, that shows a horseshoe court where Lot 29 was later added in Phase 2.
3. An annotated copy of the Phase 2 Plat that was recorded June 17, 2021, and that includes the added Lot 29 that replaces the horseshoe court was originally shown for Phase 1.

Entry No. 370026 STRICTIVE COVENANT  
04/26/2017 01:50:32 PM D: 1308 P: 0867 Pages: 8  
FEE \$38.00 BY SPRING ACRES DEVELOPMENT LLC  
Ghad Montgomery, Box Elder County Recorder

RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
)  
)  
SPRING ACRES DEVELOPMENT GROUP, LLC )  
ATTENTION: BLAKE CHRISTENSEN )  
905 NORTH 2000 WEST )  
TREMONTON, UTAH 84337 )  
)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRING HOLLOW LEGENDS SUBDIVISION**

LOTS 14 - 28 & 36 - 53 OF SPRING HOLLOW SUBDIVISION shall be known as SPRING HOLLOW LEGENDS - PHASE I, in the County of Box Elder, according to the official plat thereof, records of Box Elder County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs") is made on this 24th day of April, 2017, by Spring Acres Development Group, LLC, a Utah limited liability company, which together with its successors and assigns, shall hereinafter be referred to as "Declarant."

**RECITALS**

A. Declarant is the owner of real property located in the County of Box Elder ("County"), State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof, which shall be the Covered Property made subject to these CC&Rs;

B. The Covered Property constitutes approximately 10.05 acres of real property which Declarant is in the process of developing and marketing as an Active Adult Community, which generally consists of a portion, 10.05 acres of real property, of the Spring Hollow Subdivision that contains approximately 19.17 acres of real property located on or near 1225 North 2700 West, Tremonton, Utah;

C. Declarant intends to develop the Covered Property or a portion thereof under the name of SPRING ACRES DEVELOPMENT GROUP, LLC, a Utah limited liability (herein termed "Developer"), for the purpose of developing on the Covered Property residential projects for sale to the public; and

D. Declarant desires to subject the Covered Property to these CC&Rs setting forth certain obligations owing to Declarant and subsequent landowners from Developer and subsequent landowners concerning the activities of Developer and subsequent landowners on

# SPRING HOLLOW SUBDIVISION PHASE 1

A PART OF THE SE/4 OF SECTION 32, T 12 N, R 3 W, S.L.B.#8, TREMONTON CITY, BOX ELDER COUNTY, UTAH



Location lot 29 was added in Phase 2

- NOTES:**
- The Tremonton City Council Planning Authority shall review and approve all subdivision maps and plat maps. Subsequent to approval, the applicant shall file the plat map with the County Clerk for recording.
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**CURVE TABLE**

STATION	DELTA	LENGTH	CHORD	CHORD BEING
1	2	3	4	5
0+00	117.42	0.28	0.28	117.42
0+28	117.42	0.56	0.56	117.42
0+56	117.42	0.84	0.84	117.42
0+84	117.42	1.12	1.12	117.42
1+12	117.42	1.40	1.40	117.42
1+40	117.42	1.68	1.68	117.42
1+68	117.42	1.96	1.96	117.42
1+96	117.42	2.24	2.24	117.42
2+24	117.42	2.52	2.52	117.42
2+52	117.42	2.80	2.80	117.42
2+80	117.42	3.08	3.08	117.42
3+08	117.42	3.36	3.36	117.42
3+36	117.42	3.64	3.64	117.42
3+64	117.42	3.92	3.92	117.42
3+92	117.42	4.20	4.20	117.42
4+20	117.42	4.48	4.48	117.42
4+48	117.42	4.76	4.76	117.42
4+76	117.42	5.04	5.04	117.42
5+04	117.42	5.32	5.32	117.42
5+32	117.42	5.60	5.60	117.42
5+60	117.42	5.88	5.88	117.42
5+88	117.42	6.16	6.16	117.42
6+16	117.42	6.44	6.44	117.42
6+44	117.42	6.72	6.72	117.42
6+72	117.42	7.00	7.00	117.42
7+00	117.42	7.28	7.28	117.42
7+28	117.42	7.56	7.56	117.42
7+56	117.42	7.84	7.84	117.42
7+84	117.42	8.12	8.12	117.42
8+12	117.42	8.40	8.40	117.42
8+40	117.42	8.68	8.68	117.42
8+68	117.42	8.96	8.96	117.42
8+96	117.42	9.24	9.24	117.42
9+24	117.42	9.52	9.52	117.42
9+52	117.42	9.80	9.80	117.42
9+80	117.42	10.08	10.08	117.42
10+08	117.42	10.36	10.36	117.42
10+36	117.42	10.64	10.64	117.42
10+64	117.42	10.92	10.92	117.42
10+92	117.42	11.20	11.20	117.42
11+20	117.42	11.48	11.48	117.42
11+48	117.42	11.76	11.76	117.42
11+76	117.42	12.04	12.04	117.42
12+04	117.42	12.32	12.32	117.42
12+32	117.42	12.60	12.60	117.42
12+60	117.42	12.88	12.88	117.42
12+88	117.42	13.16	13.16	117.42
13+16	117.42	13.44	13.44	117.42
13+44	117.42	13.72	13.72	117.42
13+72	117.42	14.00	14.00	117.42
14+00	117.42	14.28	14.28	117.42
14+28	117.42	14.56	14.56	117.42
14+56	117.42	14.84	14.84	117.42
14+84	117.42	15.12	15.12	117.42
15+12	117.42	15.40	15.40	117.42
15+40	117.42	15.68	15.68	117.42
15+68	117.42	15.96	15.96	117.42
15+96	117.42	16.24	16.24	117.42
16+24	117.42	16.52	16.52	117.42
16+52	117.42	16.80	16.80	117.42
16+80	117.42	17.08	17.08	117.42
17+08	117.42	17.36	17.36	117.42
17+36	117.42	17.64	17.64	117.42
17+64	117.42	17.92	17.92	117.42
17+92	117.42	18.20	18.20	117.42
18+20	117.42	18.48	18.48	117.42
18+48	117.42	18.76	18.76	117.42
18+76	117.42	19.04	19.04	117.42
19+04	117.42	19.32	19.32	117.42
19+32	117.42	19.60	19.60	117.42
19+60	117.42	19.88	19.88	117.42
19+88	117.42	20.16	20.16	117.42
20+16	117.42	20.44	20.44	117.42
20+44	117.42	20.72	20.72	117.42
20+72	117.42	21.00	21.00	117.42
21+00	117.42	21.28	21.28	117.42
21+28	117.42	21.56	21.56	117.42
21+56	117.42	21.84	21.84	117.42
21+84	117.42	22.12	22.12	117.42
22+12	117.42	22.40	22.40	117.42
22+40	117.42	22.68	22.68	117.42
22+68	117.42	22.96	22.96	117.42
22+96	117.42	23.24	23.24	117.42
23+24	117.42	23.52	23.52	117.42
23+52	117.42	23.80	23.80	117.42
23+80	117.42	24.08	24.08	117.42
24+08	117.42	24.36	24.36	117.42
24+36	117.42	24.64	24.64	117.42
24+64	117.42	24.92	24.92	117.42
24+92	117.42	25.20	25.20	117.42
25+20	117.42	25.48	25.48	117.42
25+48	117.42	25.76	25.76	117.42
25+76	117.42	26.04	26.04	117.42
26+04	117.42	26.32	26.32	117.42
26+32	117.42	26.60	26.60	117.42
26+60	117.42	26.88	26.88	117.42
26+88	117.42	27.16	27.16	117.42
27+16	117.42	27.44	27.44	117.42
27+44	117.42	27.72	27.72	117.42
27+72	117.42	28.00	28.00	117.42
28+00	117.42	28.28	28.28	117.42
28+28	117.42	28.56	28.56	117.42
28+56	117.42	28.84	28.84	117.42
28+84	117.42	29.12	29.12	117.42
29+12	117.42	29.40	29.40	117.42
29+40	117.42	29.68	29.68	117.42
29+68	117.42	29.96	29.96	117.42
29+96	117.42	30.24	30.24	117.42
30+24	117.42	30.52	30.52	117.42
30+52	117.42	30.80	30.80	117.42
30+80	117.42	31.08	31.08	117.42
31+08	117.42	31.36	31.36	117.42
31+36	117.42	31.64	31.64	117.42
31+64	117.42	31.92	31.92	117.42
31+92	117.42	32.20	32.20	117.42
32+20	117.42	32.48	32.48	117.42
32+48	117.42	32.76	32.76	117.42
32+76	117.42	33.04	33.04	117.42
33+04	117.42	33.32	33.32	117.42
33+32	117.42	33.60	33.60	117.42
33+60	117.42	33.88	33.88	117.42
33+88	117.42	34.16	34.16	117.42
34+16	117.42	34.44	34.44	117.42
34+44	117.42	34.72	34.72	117.42
34+72	117.42	35.00	35.00	117.42
35+00	117.42	35.28	35.28	117.42
35+28	117.42	35.56	35.56	117.42
35+56	117.42	35.84	35.84	117.42
35+84	117.42	36.12	36.12	117.42
36+12	117.42	36.40	36.40	117.42
36+40	117.42	36.68	36.68	117.42
36+68	117.42	36.96	36.96	117.42
36+96	117.42	37.24	37.24	117.42
37+24	117.42	37.52	37.52	117.42
37+52	117.42	37.80	37.80	117.42
37+80	117.42	38.08	38.08	117.42
38+08	117.42	38.36	38.36	117.42
38+36	117.42	38.64	38.64	117.42
38+64	117.42	38.92	38.92	117.42
38+92	117.42	39.20	39.20	117.42
39+20	117.42	39.48	39.48	117.42
39+48	117.42	39.76	39.76	117.42
39+76	117.42	40.04	40.04	117.42
40+04	117.42	40.32	40.32	117.42
40+32	117.42	40.60	40.60	117.42
40+60	117.42	40.88	40.88	117.42
40+88	117.42	41.16	41.16	117.42
41+16	117.42	41.44	41.44	117.42
41+44	117.42	41.72	41.72	117.42
41+72	117.42	42.00	42.00	117.42
42+00	117.42	42.28	42.28	117.42
42+28	117.42	42.56	42.56	117.42
42+56	117.42	42.84	42.84	117.42
42+84	117.42	43.12	43.12	117.42
43+12	117.42	43.40	43.40	117.42
43+40	117.42	43.68	43.68	117.42
43+68	117.42	43.96	43.96	117.42
43+96	117.42	44.24	44.24	117.42
44+24	117.42	44.52	44.52	117.42
44+52	117.42	44.80	44.80	117.42
44+80	117.42	45.08	45.08	117.42
45+08	117.42	45.36	45.36	117.42
45+36	117.42	45.64	45.64	117.42
45+64	117.42	45.92	45.92	117.42
45+92	117.42	46.20	46.20	117.42
46+20	117.42	46.48	46.48	117.42
46+48	117.42	46.76	46.76	117.42
46+76	117.42	47.04	47.04	117.42
47+04	117.42	47.32	47.32	117.42
47+32	117.42	47.60	47.60	117.42
47+60	117.42	47.88	47.88	117.42
47+88	117.42	48.16	48.16	117.42
48+16	117.42	48.44	48.44	117.42
48+44	117.42	48.72	48.72	117.42
48+72	117.42	49.00	49.00	117.42
49+00	117.42	49.28	49.28	117.42
49+28	117.42	49.56	49.56	117.42
49+56	117.42	49.84	49.84	117.42
49+84	117.42	50.12	50.12	117.42
50+12	117.42	50.40		



—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 18**

Signed: Lisa Park

Print: Lisa Park      Date: 08/02/2023

Lot Address: 2717 west 1150 north

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.



—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

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I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 19**

Signed: Tamara Anglesey

Print: Tamara Anglesey      Date: 08/03/2023

Lot Address: 2723 W Legend Dr

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By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.



—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah

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I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 20**

Signed: Denise Fitcher

Print: Denise Fitcher      Date: 08/03/2023

Lot Address: 2733 West Legend Dr

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

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I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 21**

Signed: Shauna Halls

Print: Shauna Halls      Date: 08/03/2023

Lot Address: 2743 w legend drive

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**  
**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

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I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

LOT 25

Signed: Carol Brady

Print: Carol Brady      Date: 08/04/2023

Lot Address: 2715 HollowDrive

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

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I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

Signed: Richard Thorne

Print: Richard Thorne      Date: 08/03/2023

Lot Address: Lot 26 2735 west Hollow drive

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah

**PURPOSE**

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The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 28**

Signed: Susan Chadaz

Print: Susan Chadaz      Date: 08/03/2023

Lot Address: 2755 W. Hollow Drive Tremonton, Utah

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By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

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To resolve this problem, an amendment to the CC&Rs is required that specifically adds Lot 29 to the HOA. The developer and owner of Lot 29 has already agreed to subject the lot to the CC&Rs and to cover the costs of the needed amendment. But at least 2/3 of the HOA's lot owners are required to authorize the amendment.

Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

**LOT 46**

Signed: Joellyn Harris

Print: Joellyn Harris      Date: 08/03/2023

Lot Address: 2799 W Legend Drive

---

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.

—NOTICE—

**SPRING LEGACY HOMEOWNERS ASSOCIATION**

**Spring Hollow Legends Subdivision, Tremonton, Box Elder County, Utah**

**PURPOSE**

The purpose of this notice is to enable the lot owners in the Spring Legacy Homeowners Association (the "HOA") to approve the addition of Lot 29 to the HOA.

**PROBLEM**

The HOA was developed in three phases. The CC&Rs and the Phase 1 Plat were recorded together on April 26, 2017, some four years before Phase 2 began. The problem is that when the Phase 2 Plat was finalized and recorded in 2021, Lot 29 had been added and was intended to be a part of the HOA, but the earlier-recorded CC&Rs specifically listed only Lots 14-28 & 36-53 as being part of the HOA. So, Lot 29 has never been properly added to the HOA by amendment to its CC&Rs. This must be corrected to properly subject Lot 29 to the CC&Rs and so that HOA fees can be legally collected.

**SOLUTION**

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Each owner of a lot in the HOA may provide authorization for the Lot 29 amendment by filling out and signing the section below and returning this signed and completed document no later than August 18, 2023.

I hereby authorize an amendment to the CC&Rs to add Lot 29 to the HOA:

Yes       No

Signed: Blake A. Christensen      Date: 08/08/2023  
 Blake A. Christensen,  
 Authorized Member or Manager of SPRING ACRES DEVELOPMENT GROUP LLC,  
 Owner of lot nos. 36-44 & 48-53 (15 lots total)

By my signature, I certify that I am an owner, or an authorized representative of a legal-entity owner (e.g., a trust, LLC, etc.), of the lot located at the above-indicated address, and that I am authorized to make this decision.



**EXHIBIT "D"**

**Declaration**

A true and complete copy of the original Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision is attached following this page.

**NOTE:** The Declaration refers to the HOA, which is Spring Legacy Homeowners Association, a Utah nonprofit corporation, as a "Master Association."<sup>8</sup>

Following the Declaration, a true and complete copy of a Collection Resolution is also attached to which the lots in the Spring Hollow Legends Subdivision are subject, including Lot 29 by virtue of this recorded instrument, the resolution being originally recorded in the Box Elder County recorder's office in the State of Utah on June 15, 2023, as Entry No. 464455.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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<sup>8</sup> See Decl., Art. 7, and throughout. The Master Association is SPRING LEGACY HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation. Article 7 also refers to "the Sub-Association, if any." But there are no sub-associations in the Spring Hollow Legends Subdivision; therefore, the "Master Association" may properly be referred to as simply the "Association" or the "HOA."

Entry No. 370026 STRICTIVE COVENANT  
04/26/2017 01:50:32 PM B: 1306 P: 0867 Pages: 8  
FEE \$38.00 BY SPRING ACRES DEVELOPMENT LLC  
Chad Montgomery, Box Elder County Recorder

RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
)  
)  
SPRING ACRES DEVELOPMENT GROUP, LLC )  
ATTENTION: BLAKE CHRISTENSEN )  
905 NORTH 2000 WEST )  
TREMONTON, UTAH 84337 )  
)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRING HOLLOW LEGENDS SUBDIVISION**

LOTS 14 - 28 & 36 - 53 OF SPRING HOLLOW SUBDIVISION shall be known as  
SPRING HOLLOW LEGENDS - PHASE I, in the County of Box Elder, according to the  
official plat thereof, records of Box Elder County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
("CC&Rs") is made on this 24th day of April, 2017, by Spring Acres Development Group, LLC,  
a Utah limited liability company, which together with its successors and assigns, shall hereinafter  
be referred to as "Declarant."

**RECITALS**

A. Declarant is the owner of real property located in the County of Box Elder  
("County"), State of Utah, described in Exhibit "A" attached hereto and by this reference made a  
part hereof, which shall be the Covered Property made subject to these CC&Rs;

B. The Covered Property constitutes approximately 10.05 acres of real property  
which Declarant is in the process of developing and marketing as an Active Adult Community,  
which generally consists of a portion, 10.05 acres of real property, of the Spring Hollow  
Subdivision that contains approximately 19.17 acres of real property located on or near 1225  
North 2700 West, Tremonton, Utah;

C. Declarant intends to develop the Covered Property or a portion thereof under the  
name of SPRING ACRES DEVELOPMENT GROUP, LLC, a Utah limited liability (herein  
termed "Developer"), for the purpose of developing on the Covered Property residential projects  
for sale to the public; and

D. Declarant desires to subject the Covered Property to these CC&Rs setting forth  
certain obligations owing to Declarant and subsequent landowners from Developer and  
subsequent landowners concerning the activities of Developer and subsequent landowners on

and in connection with the portion of the Covered Property conveyed by Declarant, which will constitute a general scheme for the development of the Covered Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and other property in the vicinity.

#### DECLARATION

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Covered Property shall be held and conveyed subject to the following covenants, conditions and restrictions, which are hereby declared to be for the benefit of the property and the owner of the property, its successors and assigns. These covenants, conditions and restrictions shall run with the land or any portion into which it may be divided and shall be binding upon all parties having or acquiring any right or title in the Covered Property or any part thereof, and shall inure to the benefit of the fee owner of the property and are imposed upon the Covered Property and every part thereof as a servitude in favor of the Covered Property and every portion thereof as the dominant tenement or tenements.

The following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners, and the premises to which these restrictive covenants shall attach are specifically described as:

Lots 14 - 28 and 36 - 53 of Spring Hollow Subdivision, in the County of  
Box Elder, according to the official plat thereof, records of Box Elder  
County, Utah.

Lots 36-53 have not been created

I. Covenants to Run with the Land -- Term:

(a) Restrictions to Run With the Covered Property: The Covered Property shall be held, developed, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions and other limitations set forth in these CC&Rs (collectively, the "Restrictions"). The Restrictions are for the benefit of the real property described herein and are intended and shall be construed as covenants and conditions running with and binding the real property and equitable servitudes upon the real property and every part thereof. Furthermore, all and each of the Restrictions shall be binding upon and burden all persons having or acquiring any right, title or interest in the covered real property, or any part thereof, and their successors and assigns, and shall inure to the benefit of the benefitted real property and the owners of the benefitted real property, their successors and assigns, and shall be enforceable by Declarant and its successors and assigns, all upon the terms, provisions and conditions set forth herein.

(b) Term: These CC&Rs shall continue in full force and effect in perpetuity or until they are otherwise amended, vacated, or changed as provided herein.

- (c) **Early Termination by Declarant:** Notwithstanding the foregoing, these CC&Rs shall, upon recordation in the office of the County Recorder of Box Elder County, Utah of a notice of termination executed by Declarant, automatically terminate and be of no further force or effect as to any portion of the covered real property reacquired by Declarant, whether by grant deed, lot line adjustment or otherwise, but the Restrictions shall continue to apply as to the remainder of the covered real property.
2. **Single Family Residences:** No lot shall be used for other than single family residential purposes unless approved by the Box Elder Planning and Zoning Commission and approved by a vote of three-fourths (3/4) majority of lot owners.
  3. **Compliance of Lots:** All land use and buildings shall be in compliance with all zoning and land use ordinances and regulations of the municipalities and agencies governing subdivision land use and building, including all landscaping, grading and drainage of the land in each lot. All land use and construction of buildings shall be completed so as to comply with flood control requirements of the subdivision and the individual lots therein.
  4. **Building of Residences:** As soon as reasonably practical, residential dwellings shall be constructed by each lot owner at its sole cost and expense and the property improved with the construction of residences. Residences shall be constructed on the covered real property which are at least a one story in height, more commonly referred to as a "Rambler" style, and which contains at least one thousand four hundred (1,400) square feet of floor space plus a two (2) car garage. All residential buildings shall contain at least fifty percent (50%) brick, rock or other masonry covering on its front face or facade. All residential buildings must be built upon the premises at the lot location and in no event shall mobile, modular, or other moved residents be allowed to be placed on the premises. Offsite and/or prefabricated manufactured housing shall not be permitted. All construction is to be of new materials and supplies. Dwellings must be stick built on site in accordance with the Uniform Building Code requirements and applicable local ordinances and codes. The residential structure shall consist of the ground floor area of the main structure, a second story at the owner's option, a basement or partial basement at the owner's option, open porches at the owner's option, unattached garages or sheds at the owner's option, and attached two car garage.
  5. **Rights of Way:** Easements for installation and maintenance of utilities are reserved and shown on the recorded plat of the subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authorities or a utility company is responsible.

6. **Common Areas:** There shall be common areas available for the use of all lot owners as specified on the recorded plat of the subdivision. The common areas contemplated thereunder are primarily comprised of Parcels "A" & "B", inclusive of a walking path, club house, parking areas, horseshoe pits, basketball court, and other related functions. Each lot owner shall have the right to use, enjoy and otherwise utilize the common areas that benefit their adjoining lot. The Common Areas shall be controlled by the Master Association created hereunder.
7. **Master Association:** There is hereby created a Master Association which is an equal partnership of all lot owners that shall have the primary duty to maintain, care, and control all common areas. The Master Association shall levy assessments against all lots as it deems needed to provide for the use, maintenance, care, control, and other utilization of the common areas. All lots are hereby annexed to this Declaration and to the jurisdiction of the Master Association thereunder. All lot owners shall be responsible for the payment of all assessments to the Master Association and the Sub-Association, if any. The Master Association shall have, hold, acquire, and receive a lien against any lot for any unpaid assessments, dues, membership fees, or the like, owed to the Master Association.
8. **Association Property:** All portions of the covered real property which are unnumbered lots as shown on any subdivision map covering the covered real property may be transferred to and accepted by the Master Association, Sub-Association, or a governmental entity as directed by Declarant, by a deed (fee or easement as directed by Declarant) in form approved by Declarant restricting the use to street, landscape, or similar purposes as provided on the map. In addition, Declarant grants maintenance easements to the Master Association, Sub-Association, or a governmental entity to provide for the maintenance of any community roadway located on the individual lots and for the maintenance of certain landscaped areas on individual lots (e.g., those areas, if any, adjacent to the sidewalks, between the sidewalks and adjacent streets or between the sidewalks and adjacent private fences or walls).
9. **Water Ditches:** All culverts installed in any irrigation or drainage ditches must be new and a minimum 18 inches in diameter, or greater if required by the appropriate governmental agency or other legal body.
10. **Waste:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, unlicensed automobiles, or other solid or liquid waste material shall not be kept except out of sight and in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary conditions.
11. **Livestock:** No livestock or other domesticated animals, other than those allowed as pets under existing Tremonton City Ordinances, shall be allowed upon any of the Covered

Property.

12. **Enforcement:** Enforcement shall be by a lot owner in this subdivision or other affected person in proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Declarant alone shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of these CC&Rs or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure of Declarant to enforce any covenant, condition, or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction. All rights, options and remedies under these CC&Rs are cumulative, and no one of them shall be exclusive of any other, and Declarant shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law whether or not stated in these CC&Rs. In addition to and without limiting the foregoing, Declarant assigns all of its rights and powers under these CC&Rs to any fee owner of any portion of the covered real property or the benefitted real property. Such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Without limiting the generality of the foregoing, Declarant may make such assignment as to the entire Covered Property or to any portion thereof.
13. **Lender Rights:** The breach of any covenants, conditions or restrictions herein contained shall not defeat, invalidate nor impair the obligation or priority of any mortgage or deed of trust now or hereafter executed and constituting a lien upon the Covered Property or any portion thereof, which is made in good faith and for value; provided, however, that any party, including the holder of the mortgage or deed of trust, who acquires title through private or judicial foreclosure, trustee's sale or deed in lieu of foreclosure (a "Foreclosure-Purchaser") and all successors and assigns of such Foreclosure-Purchaser shall take title subject to all of the covenants, conditions and restrictions contained in these CC&Rs. Such Foreclosure-Purchaser shall not be liable for damages arising from the breach of any covenants, conditions or restrictions performed or which were to have been performed prior to the time such Foreclosure-Purchaser acquires title to all or any portion of the Covered Property, and the Foreclosure-Purchaser shall have until six (6) months after acquisition of title to all or a portion of the Covered Property to commence or continue construction of improvements required, if any, and/or to repair or replace any improvements which were constructed in violation of any of the requirements hereunder. The schedules and time limitations contained herein for construction of improvements shall be extended as reasonably necessary to be consistent with the foregoing sentence. Any improvements commenced or continued by Foreclosure-Purchaser after acquisition of title to all or any portion of the



Covered Property shall be diligently pursued once commenced.

14. **Severability:** In the event that any portion of these CC&Rs shall become illegal, invalid, null, or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, invalid, null, or void or against public policy, the remaining portions of these CC&Rs shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
15. **Headings and Captions:** The captions used herein are for convenience only and are not a part of these CC&Rs and do not in any way limit or amplify the terms and provisions hereof.
16. **Jurisdiction:** These CC&Rs shall be governed by and construed under the laws of the State of Utah. In the event of any legal action to enforce or interpret these CC&Rs, the sole and exclusive venue shall be a court of competent jurisdiction located in Box Elder County, Utah.
17. **Attorneys' Fees and Costs:** In the event any action shall be instituted in connection with these CC&Rs, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action including reasonable attorneys' fees as fixed by the court therein.
18. **Gender and Plural:** In these CC&Rs (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.
19. **Notices:** All notices, requests, demands, waivers, consents, approvals and other communications required or permitted under these CC&Rs shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service; (ii) by overnight delivery service (including Federal Express); or (iii) mailed by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the party legally owning the property.
20. **Amendment:** These covenants may be amended by a vote of three-fourths (3/4) of all property owners. Except as provided in these CC&Rs, these CC&Rs may only be amended by a writing executed by the current owners of the property which amendment shall be recorded against the Covered Property.
21. **Effect of Declaration:** These CC&Rs are made for the purposes set forth in the Recitals to these CC&Rs and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of these CC&Rs, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.



These covenants are hereby entered into and agreed to by the owner, which shall continue in force for any and all future owners, duly executed this 24 day of ~~May, 2015~~

April, 2017

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DEVELOPER/DECLARANT

SPRING ACRES DEVELOPMENT GROUP, LLC

Blake Christensen  
By: Blake Christensen, Manager

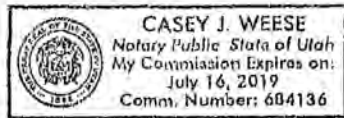
Bryce Rigby  
By: Bryce Rigby, Manager

Jay Christensen  
By: Jay Christensen, Manager

Ricky Christensen  
By: Ricky Christensen, Manager

State of Utah )  
                  : ss  
County of Box Elder )

On the 24 day of ~~May, 2015~~ April, 2017, personally appeared before me BLAKE CHRISTENSEN, BRYCE RIGBY, JAY CHRISTENSEN, and RICKY CHRISTENSEN, managers of SPRING ACRES DEVELOPMENT GROUP, LLC, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Casey J. Weese  
NOTARY PUBLIC



Chad Montgomery Box Elder County Utah Recorder  
 06/15/2023 01:55 PM Fee \$82.00 Page 1 of 6  
 For HICKMAN LAND TITLE LOGAN  
 Electronically Recorded By SIMPLIFILE L.C.E-RECORDING

WHEN RECORDED, MAIL TO:

SPRING LEGACY HOMEOWNERS ASSOCIATION  
 c/o CCI Law  
 577 S 150 E  
 Smithfield, Utah 84335

**RESOLUTION OF  
 SPRING LEGACY HOMEOWNERS ASSOCIATION  
 Collection Resolution**

LOTS 14-28 & 36-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 in the recorder's office of Box Elder County, Utah, on April 26, 2017, and the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 434808 in the recorder's office of Box Elder County, Utah, on June 17, 2021, and the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was re-recorded as Entry No. 452470 in the recorder's office of Box Elder County, Utah, on May 24, 2022.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
14	06-188-0014	36	06-188-0041	51	06-188-0042
15	06-188-0015	37	06-188-0046	52	06-188-0043
16	06-188-0016	38	06-188-0047	53	06-188-0044
17	06-188-0017	39	06-188-0048		
18	06-188-0018	40	06-188-0049		
19	06-188-0019	41	06-188-0050		
20	06-188-0020	42	06-188-0051		
21	06-188-0021	43	06-188-0052		
22	06-188-0022	44	06-188-0053		
23	06-188-0023	45	06-188-0054		
24	06-188-0024	46	06-188-0055		
25	06-188-0025	47	06-188-0056		
26	06-188-0026	48	06-188-0057		
27	06-188-0027	49	06-188-0058		
28	06-188-0034	50	06-188-0059		

**THIS INSTRUMENT IS BEING  
 RECORDED BY  
 HICKMAN LAND TITLE COMPANY,  
 AS AN ACCOMMODATION  
 FOR Spring Legacy Holl**

**RESOLUTION OF  
SPRING LEGACY HOMEOWNERS ASSOCIATION  
Collection Resolution**

**BE IT KNOWN TO ALL PERSONS THAT:**

WHEREAS, Spring Legacy Homeowners Association (the "Association") is organized as a Utah nonprofit corporation under, and is thus subject to, the Utah Revised Nonprofit Corporation Act<sup>1</sup> (the "Nonprofit Act"); and

WHEREAS, the Association is subject to the Utah Community Association Act<sup>2</sup> (the "Act"); and

WHEREAS, pursuant to the Association's declaration (the "Declaration"), the Association is comprised of lots 14-28 and 36-53 of the Spring Hollow Subdivision, which is located in Box Elder County, Utah;<sup>3</sup> and

WHEREAS, the combination of the recorded Declaration, the Nonprofit Act, and the Act authorize and empower the Association to impose assessments and the like upon its members pursuant to at least the recorded Declaration and this written instrument;<sup>4</sup> and

WHEREAS, the combination of the Utah Collection Agencies statute<sup>5</sup> (the "Collection Statute") and the Act authorize and empower the Association to, via third-party debt collectors, collect delinquent assessments as well as the costs associated with such collection, including but not limited to interest, late fees, court costs, and attorney fees, and to charge a collection fee in addition to any delinquent amounts owed if there is a written agreement with a debtor that provides for the imposition of the collection fee;<sup>6</sup> and

WHEREAS, the Utah Supreme Court held that restrictive covenants such as the recorded Declaration constitute a written agreement between the Association and its members;<sup>7</sup> and the Act requires that each lot owner in the Association comply with its governing documents which include the recorded Declaration and this written instrument;<sup>8</sup> and

WHEREAS, the Act authorizes and empowers the Association's board of directors (the "Board of Directors") to act in all instances on behalf of the Association, including the adoption of this Resolution, except as limited in the Declaration or the Association's bylaws, which do not include any limitations in relation to this Resolution;<sup>9</sup>

THEREFORE, BE IT RESOLVED that the following assessments and policies are adopted by the Association by and through its Board of Directors.

<sup>1</sup>UCA 16-6a-101 et. seq.

<sup>2</sup>UCA 57-8a-101 et. seq. The Association is subject to the Act pursuant to UCA 57-8a-102(2)

<sup>3</sup>Declaration of Covenants, Conditions and Restrictions for Spring Hollow Legends Subdivision, recorded as Entry No. 370026 on April 26, 2017, in the Box Elder County, Utah, recorder's office.

<sup>4</sup>Decl., Art. 7; UCA 16-6a-302(2)(r); UCA 57-8a-102(1)(a); and UCA 57-8a-102(11)(a)

<sup>5</sup>UCA 12-1-11 and UCA 57-8a-301

<sup>6</sup>UCA 12-1-11(2)(B)

<sup>7</sup>Fort Pierce v. Shakespeare, 2016 JT 28, ¶ 11

<sup>8</sup>UCA 57-8a-212.5 and 57-8a-102(11)(a)

<sup>9</sup>UCA 57-8a-501(5); the Declaration appears to be silent regarding the Association's governing body and there are no known recorded bylaws.



**COLLECTION FEE ASSESSMENT**

1. Pursuant to the Declaration, the Association hereby adopts the following collection fee provision consistent with the Utah Collection Fee Statute:

The Association may contract with various third-party debt collection agencies to collect delinquent assessments, fines, and any other delinquent amounts due and payable to the Association by any debtor.

Each debtor shall be deemed to covenant and agree to pay all assessments described in this Resolution and the Association's other governing documents, as they may be amended from time to time, together with any related costs, fees, and interest, as well as all collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the debtor's total delinquent assessments (the "Collection Fee"), in addition to all legal fees related to such collection, with or without suit, including attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. The obligation to pay the Collection Fee and all other related fees and costs is imposed hereby at the time of assignment of the debt to a third-party debt collection agency or licensed attorney.

The term "debtor" as used herein means the owner(s) and any tenant(s) of a residential unit within the Association, jointly and severally, and also means any other party(s) obligated to pay an assessment or other amount to the Association whether or not such is related to a residential unit. As an exception to the foregoing, no tenant of a residential unit shall be liable for an assessment and its related collection costs imposed on an owner of the residential unit but not on the tenant(s).

**LATE FEE ASSESSMENT**

2. Pursuant to the Declaration, the Association hereby adopts a late fee in the amount of twenty-five dollars (\$25 U.S.) (the "Late Fee") that is due and payable in addition to each assessment or other amount due that is not paid in full within thirty (30) days of its due date.

**INTEREST ASSESSMENT**

3. Pursuant to the Declaration, the Association hereby adopts an interest rate in the amount specified in Utah Code § 15-1-1(2) as it may be amended from time to time (currently ten percent (10%) per annum) that is due and payable in addition to each assessment or other amount due that is not paid in full within thirty (30) days of its due date and that shall begin accruing as of the due date (the "Interest").

**GENERAL**

4. The Collection Fee, Late Fee, and Interest established by this Resolution are assessments as defined by the Act at least because they are charges imposed by the Association on or against a lot, unit, or owner thereof pursuant to a governing document recorded with the county recorder.<sup>10</sup>

5. This Resolution is adopted pursuant to the recorded Declaration, the Act, the Nonprofit Act, and the Collection Statute and, in combination with the recorded Declaration, constitutes a written agreement between the Association and debtors to the Association.

<sup>10</sup>UCA 57-8a-102(1)

6. This Resolution is a governing document of the Association as defined by the Act at least because it is a written instrument by which the association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association,<sup>11</sup> but this Resolution is not a rule as defined by the Act at least because it does not govern the conduct of persons or the use, quality, type, design, or appearance of real property or personal property.<sup>12</sup>

7. The Board of Directors hereby authorizes and approves the recording of this Resolution in the Box Elder County recorder's office.

8. The provisions of this Resolution shall become effective on the date that this Resolution is recorded in the Box Elder County recorder's office.

IN WITNESS WHEREOF, the undersigned hereby certify and attest that this Resolution has been duly adopted by the Board of Directors of the Spring Legacy Homeowners Association.

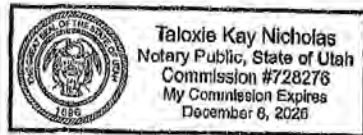
*Susan Chadaz*  
Susan Chadaz, Director

State of Utah )  
County of Box Elder ) ss.

On the 8<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)

*Taloxie Kay Nicholas*  
NOTARY PUBLIC SIGNATURE

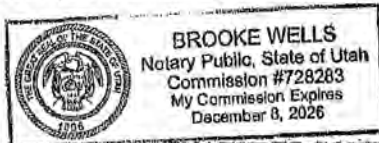


*Keely M. Draper*  
Keely Draper, Director

State of Utah )  
County of Box Elder ) ss.

On the 9 day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



*Brooke Wells*  
NOTARY PUBLIC SIGNATURE

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

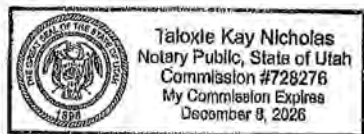
<sup>11</sup> UCA 57-8-3(20) and 57-8a-102(11); E.g., this Resolution is a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association.  
<sup>12</sup> UCA 57-8a-102(25)

*Denise Fichter*  
Denise Fichter, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 8<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



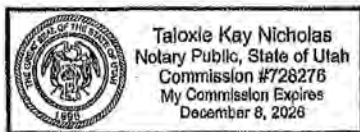
*Taloxie Kay Ni*  
NOTARY PUBLIC SIGNATURE

*Joellyn Harris*  
Joellyn Harris, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 8<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



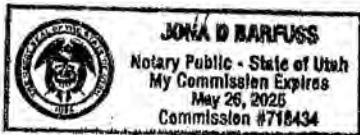
*Taloxie Kay Ni*  
NOTARY PUBLIC SIGNATURE

*Lisa Park*  
Lisa Park, Director

State of Utah )  
 ) ss.  
County of Box Elder

On the 7<sup>th</sup> day of June, in the year 2023, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, did state that s/he is a duly-authorized Director of the Association, did voluntarily sign this document as such, and did acknowledge that the Association thereby executed the same.

(Seal)



*Jona D. Barfuss*  
NOTARY PUBLIC SIGNATURE

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**APPENDIX "A" – Legal Description**

**PHASE 1:** LOTS 14-28 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 in the recorder's office of Box Elder County, Utah, on April 26, 2017; and

**PHASE 2:** LOTS 36 & 51-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 434808 in the recorder's office of Box Elder County, Utah, on June 17, 2021; and

**PHASE 3:** LOTS 37-50 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was re-recorded as Entry No. 452470 in the recorder's office of Box Elder County, Utah, on May 24, 2022.

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**EXHIBIT H – Legal Description**

**PHASE 1:** LOTS 14-28 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded as Entry No. 370025 on April 26, 2017, and re-recorded on May 8, 2017, as Entry No. 370451, in the recorder's office of Box Elder Country, Utah; and

**PHASE 2:** LOTS 29, 36, and 51-53 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 2 & AMENDMENT OF LOT 28 OF SPRING HOLLOW SUBDIVISION PHASE 1 that was recorded on June 17, 2021, as Entry No. 434808 in the recorder's office of Box Elder Country, Utah; and

**PHASE 3:** LOTS 37-50 OF SPRING HOLLOW SUBDIVISION as shown in the plat entitled SPRING HOLLOW SUBDIVISION PHASE 3 that was recorded on May 5, 2022, as Entry No. 451735, and was re-recorded on May 24, 2022, as Entry No. 452470, in the recorder's office of Box Elder Country, Utah.

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