

WHEN RECORDED, MAIL TO:

HARTFORD PARK HOMEOWNERS ASSOCIATION  
c/o CCI Law  
577 S 150 E  
Smithfield, Utah 84335

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Cache County, UT  
Tennille Johnson, Rec. - Filed By LJ  
For CCI LAW

**HARTFORD PARK HOMEOWNERS ASSOCIATION**

**BYLAWS**

**Logan, Cache County, Utah**

Lots 1 through 32, together with the Common Area, as depicted on the Plat entitled  
"HARTFORD PARK DEVELOPMENT," recorded in the Recorder's Office of Cache County, Utah, on  
June 7, 1979, as Entry No. 423665. These Lots are also known as Parcel Nos. 07-150-0001 through 0032,  
and the Common Area is also known as Parcel Nos. 07-150-0099 through 0100.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	07-150-0001	17	07-150-0017	<del>CA*</del>	<del>07-150-0099</del>
2	07-150-0002	18	07-150-0018	<del>CA*</del>	<del>07-150-0100</del>
3	07-150-0003	19	07-150-0019		
4	07-150-0004	20	07-150-0020		
5	07-150-0005	21	07-150-0021		
6	07-150-0006	22	07-150-0022		
7	07-150-0007	23	07-150-0023		
8	07-150-0008	24	07-150-0024		
9	07-150-0009	25	07-150-0025		
10	07-150-0010	26	07-150-0026		
11	07-150-0011	27	07-150-0027		
12	07-150-0012	28	07-150-0028		
13	07-150-0013	29	07-150-0029		
14	07-150-0014	30	07-150-0030		
15	07-150-0015	31	07-150-0031		
16	07-150-0016	32	07-150-0032		

\* CA = Common Area.

**HARTFORD PARK HOMEOWNERS ASSOCIATION**  
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**Logan, Cache County, Utah**

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## 1 RECITALS

- A. WHEREAS, the **Hartford Park Development** (the "Subdivision") was initially platted as Entry Number 423665 on June 7, 1979, in the Recorder's Office of Cache County, Utah, a copy of which is attached with **EXHIBIT "I"**; and
- B. WHEREAS, the Subdivision was formally organized as **HARTFORD PARK HOMEOWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation identified as Entity Number 722393-0140, on July 31, 1979, which entity was administratively dissolved in or about 2004, and was reincorporated pursuant to Section 221 of the Act as **HARTFORD PARK HOMEOWNERS ASSOCIATION**, a Utah nonprofit corporation identified as Entity Number 7583359-0140, by filing Articles of Incorporation on February 1, 2010 (the "Association"), a copy of such Articles attached as **EXHIBIT "G"**; and
- C. 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
- D. WHEREAS, the original **Declaration of Covenants, Conditions and Restrictions** for the Subdivision was recorded as Entry Number 425019 in the recorder's office of Cache County, Utah, on July 23, 1979 (the "Declaration"), a copy of which is attached as **EXHIBIT "I"**; and
- E. WHEREAS, pursuant to at least Section 102(2) of the Act and for the Declaration's failure to comply with Utah Code 57-8-10(2)(d)(vi), the Association is subject to the Act as such is defined herein below; and
- F. 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>1</sup> and
- G. WHEREAS, the Act and the Nonprofit Act authorize the Board to adopt and file the Association's initial bylaws;<sup>2</sup> and
- H. 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>3</sup>
- I. THEREFORE, the Board hereby adopts and authorizes the recordation of these initial Bylaws, including these Recitals, against all Lots and real property within the Association, as described in **EXHIBIT "I"—Legal Description**, in the recorder's office of Cache County, Utah. These Bylaws shall become effective upon their recordation and shall constitute covenants running with the land, binding upon all current and future Owners, their heirs, successors, and assigns.

## 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 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

<sup>1</sup> UCA 57-8a-216(1)(a); *see also* UCA 57-8-15.

<sup>2</sup> UCA 57-8a-216(1) and 16-6a-206(1).

<sup>3</sup> UCA 16-6a-206(2).

written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.

C. **"Annual Assessment"** means, for a given Fiscal Year, an amount based on the Budget that is assessed by the Association against the Units and Unit Owner sufficient to cover at least the Common Expenses, the Reserve Fund component of the Budget, and the required amount of the Insurance Fund.

D. **"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.

E. **"Assessment"** means an Annual Assessment or a Special Assessment.

F. **"Association"** means **HARTFORD PARK 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.

G. **"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 Unit as if the Owner, for purposes of all meetings, proxies, and voting described in the Governing Documents but not for purposes of eligibility requirements.

H. **"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.

I. **"Budget"** means, for a given Fiscal Year, an estimate of: (1) the total income from all sources including Annual Assessments but not Special 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.

J. **"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.

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 **Cache County** is 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. **"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.

T. **"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.

U. **"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 Unit constructed on the Lot are in Good Standing and if the Member's Lot itself is in Good Standing.

V. **"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.

W. **"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 Unit or other improvement on a Lot because such are not the responsibility of or owned by the Association.

X. **"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 Section 405(8) of the Act.

Y. **"Lot"** means any residential building lot shown on the Plat including any Unit 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 requires otherwise.

Z. **"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.

AA. **"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.

BB. **"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.

CC. **"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.

DD. **"Officer"** means an individual who is elected or appointed as an officer of the Association by the Board in accordance with these Bylaws.

EE. **"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.

FF. **"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.

GG. **"Person"** means a natural person (an individual) and a corporation, trust, partnership, company, or other legal entity.

HH. **"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.

II. **"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.

JJ. **"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, Units, Common Area, Improvements, easements, and any Association-owned personal property intended for use in connection therewith.

KK. **"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 Section 211 of the Act, but not for Common Expenses or Capital Improvements except as provided by Section 211(9) of the Act.

LL. **"Reserve Study"** means a reserve analysis as defined, described, and required by Section 211 of the Act.

MM. **"Resident"** means a natural person who resides in a Unit; 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.

NN. **"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.

OO. **"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 Units. 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.

PP. **"Special Assessment"** means the same as that term is defined in Section 4 of the Declaration.

QQ. **"Unit"** 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. For purposes of the Act, the term Unit as defined herein also means "attached dwelling" as that term is used in the Act.

RR. **"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 portions of the Project are governed by the Utah Condominium Ownership Act. The Association is not a cooperative.

All of the Units, Common Area, and Limited Common Area within the Project, including as such are shown or designated on the Plat, shall be subject to the Association and its Governing Documents, and the Owners of such Units shall be members of the Association by virtue of their Ownership Interests in the Units.

#### **3.2 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 105 of the Act.

#### **3.3 Power of Sale**

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

#### **3.4 Covenants that Run with the Land**

These Bylaws, and every term, condition, obligation, and provision contained herein, including the Recitals, shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of

the Association, each Owner, and their respective heirs, successors, personal representatives, and assigns. By acceptance of a deed or other conveyance of any Lot or Unit subject to the Declaration, each Owner agrees that these Bylaws and all provisions hereof are appurtenant to and shall run with the title to such Lot or Unit, and shall be enforceable as equitable servitudes and covenants running with the land pursuant to applicable law, including the Act and the Nonprofit Act, as each may be amended from time to time. These Bylaws are intended to touch and concern the land and are recorded to provide notice to all present and future Owners of their binding effect. For clarity, the Recitals to these Bylaws are expressly incorporated herein and reaffirmed as covenants running with the land.

### **3.5 Bylaws as Subordinate Covenants**

These Bylaws are in addition to, and shall be interpreted and applied as subordinate to, and consistent with, the Declaration. In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control.

### **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 the 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 Association Limitations & Restrictions**

In addition to limitations imposed by applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the powers of the Association are further restricted as follows. These restrictions are intended to limit the Association's authority over certain personal matters, leaving them to individuals and applicable laws and authorities. Any exercise of power in violation of these restrictions is void and unenforceable. The Association may be held liable for such violations, including reasonable attorney fees and costs.

#### **3.7.1 Inconsistent Actions**

Except as provided in the Act, the Nonprofit Act, or other 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 the Declaration, the Articles of Incorporation, or these Bylaws.

#### **3.7.2 Conflicting Rules**

The Association shall not establish any Rule or Resolution that conflicts with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, or these Bylaws; any Rule or Resolution that conflicts in any manner with any of the foregoing shall be entirely void and unenforceable.

#### **3.7.3 Personal Property**

Except as otherwise provided in the Declaration or these Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, and transported to and from, a Unit; 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). Notwithstanding the foregoing, such keeping and the like of personal property that is deemed illegal to possess by federal, state, or local law may be

limited, restricted, or disallowed entirely within the Project by Rule or Resolution unless such a Rule or Resolution is limited or restricted in the Declaration or these Bylaws.

#### **3.7.4 Religion**

Except as otherwise provided in the Declaration or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's free exercise of religion; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the free exercise of religion; nor shall religion or the free exercise thereof be a subject or condition of any Rule or Resolution.

#### **3.7.5 Speech**

Except as otherwise provided in 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 free speech; nor shall speech or the free exercise thereof be a subject or condition of any Rule or Resolution. Notwithstanding the foregoing, illegal speech, including but not limited to defamation, threats, incitement of violence, hate speech, obscenity, child pornography, fraud, perjury, and false advertising, is not considered free speech for purposes of this limitation and restriction.

#### **3.7.6 Assembly**

Except as otherwise provided in the Declaration, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Unit, virtually, or outside the Project, including with its guests and invitees; nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Unit, virtually, or outside the Project.

#### **3.7.7 Association**

Except as otherwise provided in the Declaration, the Association shall not interfere with, limit, or restrict a Person's right to associate or the Person'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; nor shall the right to associate or the right to privacy in relation thereto be a subject or condition of any Rule or Resolution.

#### **3.7.8 Arms**

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

#### **3.7.9 Units**

Except as otherwise provided in applicable law, the Declaration, or the Bylaws, the Association and its Board members, officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Unit without the express permission of its Owner.

#### **3.7.10 Working from Home**

Except as otherwise provided in the Declaration, the Association shall not interfere with, limit, or restrict any Resident's right to work from home at his or her Unit; nor shall the Association discriminate in any manner whatsoever against any individual in relation to working from home; nor shall working from home or not working from home be a subject or condition of any Rule or Resolution. As used herein, "working from home" means working from home for or on behalf of a business rather than working at an office, facility, or other location of the company.



**3.7.11 Fines and Punishments**

The Association shall not impose excessive fines or inflict cruel and unusual punishments, nor shall fines be imposed for violations unless supported by reasonable oath or affirmation. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area as provided in the Declaration, the Bylaws, and the Act.

**3.7.12 Household Composition**

Except as otherwise provided in applicable law or the Declaration, 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.

**3.7.13 Privacy**

Except as otherwise provided in applicable law, the Declaration, the Articles of Incorporation, or the 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 electronic or otherwise), against unreasonable searches and seizures.

Except as otherwise provided in the Declaration, the Association shall not have the power 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; 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 or Resolution.

Except as otherwise provided in the Declaration, the Association shall not have the power to require any individual to utilize or to not utilize any medical device or health-related device for any purpose whatsoever, including but not limited to face coverings, or to provide, disclose, or utilize any evidence or verification thereof; 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 or Resolution.

Except as otherwise provided in the Declaration, the Association shall not have the power to require any individual to provide or disclose any health-related information; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the health-related information, or lack thereof, of an individual(s); nor shall the Association collect or maintain any such information without the written approval of the individual (or their parent or legal representative) to whom such information pertains and subject to that individual's ability to withdraw such approval in writing at any time; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

## **4 USE LIMITATIONS & RESTRICTIONS**

### **4.1 Household Composition**

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

### **4.2 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 the guests of all Residents or to the guests of all non-resident Owners.

### **4.3 Garage Sales**

Garage sales, yard sales, and the like are prohibited. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating garage sales, yard sales, and the like.

### **4.4 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 be combined with one or more other Lots, Common Area, or other real property into a physical tract or parcel larger than the Lot as shown on the Plat; nor shall any Lot or Unit be established or used as a timeshare.

### **4.5 Fireworks**

Illegal fireworks and incendiary devices as defined by Utah Code § 76-10-306 are strictly prohibited within the Project. Legal fireworks and their use are also prohibited within the Project.

### **4.6 Graffiti**

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the 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 medium that readily washes away with water or is otherwise readily removable from any surface to which it is applied with minimal effort; graffiti in any other medium of that does not meet this definition is strictly prohibited within the Project.

### **4.7 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 put away again no later than the end of the day of collection.

### **4.8 Disorderly Activities and Conditions**

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

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

The term "nuisance" as used herein means anything that is injurious to health, indecent, offensive to the senses, or that interferes with the comfortable enjoyment of life or property. Nuisances are prohibited within the Project, including in, on, or about the Common Area and Units. 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 guest or invitee that: (1) is noxious or offensive; (2) causes embarrassment, discomfort, annoyance, distress, or disturbance to any other Owner or Resident or their guest or invitee, particularly if law enforcement is called to restore order; (3) creates an unreasonable amount of traffic, especially after 10:00 pm and before 7:00 am; 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.

#### **4.10 Damage or Waste**

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

#### **4.11 Smoking**

Smoking is prohibited in, on, and about the Common Area and all Units. The term "smoking" as used herein includes but is not limited to the burning, smoking, or otherwise using any tobacco, marijuana, vaping, or other related or similar products or devices of any type whatsoever.

#### **4.12 Hazardous Substances**

Except for hazardous substances commonly kept in residential areas, and in amounts and stored using means that are common in residential areas, Owners and Residents shall comply with applicable environmental laws and hazard 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. Each Owner shall indemnify, defend, and hold harmless the Association and its Indemnitees 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 or any of its Indemnitees arising from or in any way related to the acts or omissions of the Owner or its Residents or their guests or invitees in relation to such hazardous substances.

#### **4.13 Open-Flame Devices**

As required by Utah Code § 15A-5-103 and section 308 of the International Fire Code, 2018 edition, the outdoor use and storage of open-flame devices is strictly prohibited within the Project. Notwithstanding the foregoing, open-flame devices may be stored and operated within the Project if they are at least ten (10) feet away from all combustible construction including Units, combustible balconies, garages, and fencing (including vinyl fencing). Further, the use and storage of open-flame devices is strictly prohibited on Common Area and in garages. Open-flame devices include barbecues, charcoal-fueled grills, fire pits, and any other outdoor device that produces a flame.

Notwithstanding the foregoing and consistent with Utah law, the following are not prohibited: (1) the use and storage of liquid propane (LP)-gas cooking devices having an LP-gas container with a water capacity (WC) of not greater than 2½ pounds (nominal 1 pound (16 oz) LP-gas capacity); (2) the use and storage of electric cooking grills that do not produce a flame and that bear the mark of an independent testing laboratory, such as Underwriter Laboratory; and (3) the installation and use of conventional indoor gas appliances such as gas ovens, stoves, cooktops, water heaters, and furnaces.

#### **4.14 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 increases the cost of any insurance coverage maintained by the Association, or that reasonably leads to cancellation of such insurance coverage.

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 actions and/or establish a Rule(s) or adopt a Resolution(s), as appropriate, sufficient to meet the requirement.

#### **4.15 Fences and Walls**

No fence, wall, or the like shall be caused to be installed by any Owner or Resident on Common Area. The Board shall have the power to remove any such structure; all removal and remediation costs shall be assessed to the violating party(s).

#### **4.16 Trees, Shrubs, and Bushes**

No tree, shrub, bush, hedge, or the like, real or artificial, shall be caused to be planted or placed by any Owner or Resident on the Common Area. The Board shall have the power to remove any such plant; all removal and remediation costs shall be assessed to the violating party(s).

#### **4.17 Lawn and Vegetation**

Any condition brought about, or activity carried out, by an Owner or Resident or their guest or invitee, that materially disturbs, damages, or destroys a Common Area lawn, vegetation, landscape, sprinkler system, or other appurtenance of the Project is prohibited; all remediation costs shall be assessed to the violating party.

Landscaping on Lots shall be maintained in a healthy, tidy, and weed-free condition during the growing season, and clean during all seasons. Without limitation, the following landscaping conditions are not permitted within the Project: (1) plants that obstruct or overflow sidewalks or Common Area; (2) lawns more than six (6) inches in height; and (3) lawns that are not healthy, green, tidy, and weed-free. Landscaping that is not maintained in a healthy, tidy, and weed-free condition during the growing season, and tidy during all seasons, shall be considered a nuisance. The Board shall have the power to establish Rules consistent with this restriction that describe additional landscaping conditions that are not permitted.

#### **4.18 Planting and Gardening**

No planting or gardening, real or artificial, or planter boxes, pots, or the like shall be caused to be done in or place on the grounds of Common Area by any Owner or Resident. The Board shall have the power to remove any such plants, boxes, and pots or the like; all removal and remediation costs shall be assessed to the violating party.

#### **4.19 Animals**

No animals of any kind shall be kept by Owners or Residents within the Project, including in, on, or about any Unit or Common Area. Notwithstanding the foregoing, no more than two (2) common household pets may be kept and housed on the interior of a Unit provided such pets are not kept for commercial or breeding purposes. One (1) aquarium with any number of fish shall be considered one (1) pet. The term "pet" as used herein is limited to meaning a bird, cat, dog, fish, or rodent, except as prohibited herein below.

Notwithstanding the foregoing, if federal, state, or local law, or any Association insurance provider, disallows an otherwise allowed pet or type of pet from being possessed or kept in the Project, then such disallowed pet is not allowed in the Project. The following prohibited pets are commonly considered "high-risk" by insurance carriers.

##### **4.19.1 Prohibited Birds**

Notwithstanding anything to the contrary in the Governing Documents, the following types of birds are prohibited from being kept within the Project: all types of birds including but not limited to crows, poultry, and raptors, except for the following types of birds that are not prohibited: african grey, amazon, caique, canary, cockatiel, cockatoo, conure, eclectus, finch, lorikeet, lory, lovebird, macaw, parakeet, parrot, parrotlet, or poicephalus.

##### **4.19.2 Prohibited Cats**

Notwithstanding anything to the contrary in the Governing Documents, the following types of cats are prohibited from being kept within the Project: all types of bobcat, bengal, canadian lynx, chausie cat, caracal, geoffroy's cat, jungle cat, maine coon, manul, ocelot, pixiebob, savannah, serval, and any other cat not normally considered a common pet house cat.

##### **4.19.3 Prohibited Dogs**

Notwithstanding anything to the contrary in the Governing Documents, the following types of dogs are prohibited from being kept within the Project: all types of akita, bandog, boxer, bulldog, bully kutta, cane corso, chow chow, doberman pinscher, dogo argentino, german shepherd, great dane, gull

dong, japanese tosa, malamute, mastiff, pit bull terrier, presa canario, rottweiler, rhodesian ridgeback, siberian husky, staffordshire terrier, wolf hybrid, and any other dog not normally considered a common pet dog.

#### **4.19.4 Prohibited Fish**

Notwithstanding anything to the contrary in the Governing Documents, the following types of fish are prohibited from being kept within the Project: all types of arapaima, boxfish, catfish, carp, electric eel, piranha, pufferfish, snakehead, stingray, stonefish, triggerfish, and any other fish not normally considered a common indoor pet fish.

#### **4.19.5 Prohibited Rodents**

Notwithstanding anything to the contrary in the Governing Documents, the following types of rodents are prohibited from being kept within the Project: all types of rodent including but not limited to mice and rats, except for the following types of rodents that are not prohibited: hamster, gerbil, guinea pig, chinchilla, and rabbit (though not technically classified as a rodent).

#### **4.19.6 Dog Registration**

All dogs shall at all times be registered or licensed by the licensing or registering authority as required by applicable City or County ordinances.

Owners and Residents shall annually register their dogs with the Association. Required documentation to register a dog shall include: (1) the name and Unit address of the dog, and name of the applicant Owner or Resident; (2) the type and breed of the dog; (3) a complete copy of the written application for the dog's licensure or registration that was submitted to the licensing or registering authority (e.g., the City or County); (4) complete copies of the written records of the dog's licensure or registration as issued by the licensing or registering authority; (5) complete copies of the written veterinary records, proofs of vaccination, health certificates, and the like that were required by the licensing or registering authority; (6) the license or registration number issued to the dog by the licensing or registering authority; (7) the name and city or county of the licensing or registering authority; and (8) at least one color photograph of the dog sufficient to visually and accurately identify the dog at the time of registration. Failure to provide the required documentation, or providing incomplete information, shall result in denial of the dog registration request.

Each dog must always wear any identification tag or the like issued to it by the licensing or registering authority.

The Board shall have the power to establish Rules related to dog registration that are not inconsistent with the Declaration or these Bylaws, including but not limited to Rules that establish: (A) a dog registration fee that shall not exceed \$50 (fifty US Dollars); (B) other required documentation for dog registration in addition to that required above; (C) procedures related to dog registration and review, approval, and denial; (D) a schedule of fines specific to dog violations; and (D) conditions under which the Owner or Resident shall be required to permanently remove the dog from the Project.

#### **4.19.7 Outdoor Dogs Prohibited**

Dogs are prohibited from being outdoors in the Project at any time. Notwithstanding the foregoing, a dog may leave its Unit only if it is on a leash, or being held by, and under the control of a responsible party. The responsible party shall also have on their person the receptacles necessary to, and shall, immediately clean up and remove any animal feces or other debris that the dog may leave outside.

#### **4.19.8 Dog Nuisance**

No dog, or dog owner in relation to the dog, shall create a nuisance at any time. The term "nuisance" as used herein in relation to dogs shall mean, but shall not be limited to, any of the following acts by

or conditions caused in relation to a dog: (1) damage to the property of anyone; (2) unpleasant odors; (3) unsanitary conditions; (4) defecating on any Common Area or the Lot when the feces are not immediately cleaned up and removed; (5) barking, howling, whining, or making other noises that disturb the quiet peace and enjoyment of others; (6) lunging at, molesting, jumping on, harassing, attacking, chasing, or acting aggressive toward other animals or passersby whether they are walking, running, riding, or in vehicles; (7) escaping from a leash, responsible party controlling the pet, Unit, or yard; (8) otherwise acting or creating conditions so as to unreasonably bother, annoy, disturb, or interfere with the quiet peace and enjoyment of others; (9) keeping more than the allowed number of dogs; and (10) failing to register a dog with the Association. The Board shall have the power to establish Rules that further define nuisance in relation to dogs.

#### **4.19.9 Dog Removal**

The dog owner shall permanently remove the dog from the Project upon written notice by the Association. A dog that has not been registered with the Association and that has been the subject of two (2) fines for any reason, subject to the final decisions of any informal hearings, shall be permanently removed from the Project. A dog that has been the subject of two (2) fines for nuisance, subject to the final decisions of any informal hearings, shall be permanently removed from the Project. The Board shall have the power to remove any such dog and assess the cost related to removal to the dog owner and Owner of the Unit at which the dog is kept.

#### **4.19.10 Joint and Several Liability**

Each pet owner and the Owner(s) of the Unit at which the pet is kept, whether such pet is registered with the Association or otherwise, shall be jointly and severally liable to the Association for: (1) violations of the Governing Documents in any way related to the pet; (2) acts and omissions of or in any way related to the pet, regardless of intent or the degree of negligence; (3) damage to Common Area caused either directly or indirectly by or in any way related to the pet; 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 the pet.

#### **4.19.11 Indemnification**

Each pet owner and the Owner(s) of the Unit at which the pet is kept, whether such pet is registered with the Association or otherwise, shall indemnify, defend, and hold harmless the Association and its Indemnitees 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 or any of its Indemnitees arising from or in any way related to the pet.

#### **4.20 Signs, Banners, and Flags**

No sign, banner, mural, flag, or the like be placed or displayed by an Owner or Resident on the Common Area, on a Lot, or on the outside of a Unit, nor shall any such item be placed or displayed within a window or otherwise so as to be visible from outside of a Unit. Such items include but are not limited to: (1) political, for sale, for rent, security, posters, billboards, and all other types of signs, banners, murals, flags, and the like regardless of their size, message, location, or placement; (2) electronic or digital or other types of displays; and (3) advertising of any kind whatsoever. Notwithstanding the foregoing, common welcome doormats that do not include political or activist or other such messages shall not be prohibited.

Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating the placement of for sale signs and for rent signs on the inside of Units such that they can be seen from the outside.

Notwithstanding the foregoing, the Association shall not prohibit an Owner or Resident from displaying a United States flag inside their Unit or on their Lot if the display complies with United States Code, Title 4,

Chapter 1, The Flag, and if no Common Area is modified, interfered with, or damaged in order to display the flag.

#### **4.21 Holiday Displays**

Subject to reasonable time, place, and manner Rules established by the Board, Residents may, on the interiors or porches of their Units, display holiday signs, symbols, and decorations that are visible from the outside of their Units, but only of the kinds and at the times normally displayed in residential neighborhoods. The term "holiday" as used here shall be limited to meaning the official federal and Utah state holidays as they may change from time to time.

#### **4.22 Antennas, Data Services, and Media Services**

The Association reserves the right to regulate the provisioning of cable, satellite, wireless, and other data or media services within the Association, and to enter into exclusive contracts and agreements with commercial providers of such services, thereby authorizing such service providers to make such services available to Units. Except by the Association, no satellite dish or other exterior antenna or similar device, or related cabling or the like, shall be allowed to be placed, maintained, or used on the exterior of any Unit. Notwithstanding the foregoing, any such antenna or the like may be placed, maintained, or used anywhere on the interior of a Unit.

No radio or television antenna (as opposed to the types of antennas discussed above) shall be installed or mounted on Common Area or any Unit. Notwithstanding the foregoing, and subject to reasonable time, place, and manner Rules that are not inconsistent with the following, any antenna that is temporarily erected, but not otherwise installed or mounted, on a Lot may be used to the extent that it does not become a nuisance or interfere with or damage a lawn or landscape that is maintained by the Association. Notwithstanding the foregoing, any such antenna or the like may be used anywhere on the interior of a Unit to the extent it does not create a nuisance in the Project.

#### **4.23 Temporary Structures**

No Owner or Resident shall place or maintain any shed, storage container, tent, gazebo, or similar temporary structure on Common Area.

#### **4.24 Unit Attachments and Fixtures**

No Owner or Resident shall affix or cause to be affixed anything, including but not limited to awnings, canopies, shutters, clothes lines, pots, plants, wind chimes, garden hose hangers, lights, gates, electronic devices, flag pole holders, and other items, to or on any exterior building surface, or that interferes with the maintenance or repair of such exterior building surface, of any Unit for which the Association has exterior maintenance and repair obligations. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating the affixing of such items to the extent they do not unreasonably interfere with or increase the cost of the Association's maintenance and repair obligations.

#### **4.25 Solar Equipment**

No Owner or Resident shall install or cause to be installed a solar energy system of any type whatsoever, including but not limited to solar panels, solar water heaters, and solar power battery storage systems, on any roof, exterior wall, other exterior building surface, Common Area, or other location for which the Association has a maintenance and repair obligation.

With respect to Units at which solar energy systems may be installed, the Board shall have the power to establish Rules that are not inconsistent with the above restrictions and that are consistent with § 57-8a-701 of the Act.

#### **4.26 Structural Integrity**

Nothing shall be done in any Unit, or in, on, or to Common Area, which may impair the structural integrity of a building, or any part thereof, or which would structurally change the building.

**4.27 Motor Vehicles****4.27.1 Passenger Vehicles**

All passenger vehicles, including but not limited to passenger cars, trucks, vans, and motorcycles, that are parked or stored in the Project by an Owner or Resident shall be registered pursuant to applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Passenger vehicles may be parked or stored in usually closed garages or, with the permission of the corresponding assignees, in assigned parking stalls.

**4.27.2 Recreational Vehicles**

No recreational vehicle shall be parked, stored, or operated in the Project.

**4.27.3 Off-Highway Vehicles**

No off-highway vehicle, including but not limited to off-highway motorcycles or the like, golf carts, type I, II, and III all-terrain vehicles as defined in Utah Code § 41-22-2 as such may be renumbered or amended from time to time, snowmobiles, motorized boats, and motorized aircraft, shall be stored or used in the Project. A non-motorized glider aircraft intended for manned use shall be considered an off-highway vehicle for purposes of these Bylaws. Notwithstanding the foregoing, the Board shall have the power to establish Rules that allow off-highway vehicles to be brought into and removed from the Project only on trailers and stored only in usually closed garages. Any parking or storage of an off-highway vehicle on Common Area, and any use or operation of an off-highway vehicle within the Project, shall be considered a nuisance.

**4.27.4 Moving Vans**

Moving vans and the like may be parked in the parking areas of the Project during periods of loading or unloading; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Notwithstanding the foregoing, no moving van shall be parked in an assigned parking stall except with the permission of the assignee. Except as otherwise established by Rule, no moving van shall be parked or stored in a no parking area or a visitor parking stall for more than five (5) nights, and then only while the moving van is in the Project for purposes of being loaded or unloaded and with the written approval of the Board.

**4.27.5 Service Vehicles**

Service vehicles that are marked as such and being used as such, including but not limited to vehicles used by or for contractors, service providers, emergency services, or deliveries, may park in the parking areas of the Project in the performance of services; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Notwithstanding the foregoing, no service vehicle shall be parked in an assigned parking stall except with the permission of the assignee. Except as otherwise established by Rule, no service vehicle shall be stored in a no parking area or a visitor parking stall of the Project for more than five (5) nights, and then only while the service vehicle is in the Project for purposes of the services and with the written approval of the Board.

**4.28 Trailers**

Trailers may be parked on the parking areas of the Project while being loaded or unloaded; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. No trailer shall be parked in an assigned parking stall except with the permission of the assignee. Trailers may be stored in usually closed garages. Except as otherwise established by Rule: (1) no trailer shall be stored in a no parking area or a visitor parking stall of the Project; and (2) no trailer shall be parked or stored in an assigned parking stall for more than five (5) nights, and then only while the trailer is in the Project for purposes of being loaded or unloaded.



#### **4.29 Visitor Parking**

Except as otherwise established by Rule, parking stalls designated by the Governing Documents as visitor parking shall not be used by Owners and Residents; such parking stalls are reserved for the use of visitors.

Overnight parking in visitor parking stalls shall be subject to Rules established by the Board.

#### **4.30 Parking Enforcement**

The Board shall have the power to establish Rules to govern and enforce parking on the streets of the Project and in visitor parking stalls and other Common Area parking stalls. Such Rules may, but are not limited to: (1) restrict the time period(s) and duration(s) of the use of parking stalls, including for parking area maintenance purposes; (2) allow for the booting and/or towing of vehicles that are improperly parked; (3) assign reservable parking stalls to Units, Owners, or Residents for exclusive use; (4) establish fees for the exclusive use of a reservable parking stall; and (5) establish a schedule of fines specific to parking violations. Notwithstanding the foregoing and except for reservable parking stalls, the Association shall not charge a fee for parking stalls assigned to specific Units.

**Exhibit "J"** illustrates the parking areas, no parking zones, assigned parking stalls, visitor parking stalls, and reservable parking stalls in the Project.

#### **4.31 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 guest and invitee of each such renter, lessee, boarder, and occupant.

##### **4.31.1 Long-Term Rentals**

The term "long-term rental" as used in these Bylaws means a Unit that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of at least six (6) months, regardless of whether or not the Owner resides in the Unit during some or all of the occupancy.

Subject to applicable laws and ordinances regarding the rental or leasing of real property, any Unit may be used as a long-term rental upon written approval of the Board. Notwithstanding the foregoing, the percentage of Units within the Association that may be rented is capped at fifty percent (50%) of the total number of Units.

##### **4.31.2 Short-Term Rentals**

The term "short-term rental" as used in these Bylaws means a Unit that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of fewer than six (6) months and as short as one (1) night or less, regardless of whether or not the Owner resides in the Unit during some or all of the occupancy.

Short-term rentals are prohibited. Notwithstanding the foregoing, and subject to applicable laws and ordinances regarding the rental and leasing of real property, the Board shall have the power to establish Rules to allow and govern short-term rentals. Such Rules may without limitation: (1) establish uniform criteria for Units to be used as short-term rentals; and (2) establish a schedule of fines specific to short-term rentals.

##### **4.31.3 Tenants Subject to Governing Documents**

Each tenant shall be subject to and abide by the terms of the Governing Documents.

##### **4.31.4 Joint and Several Liability**

The Owner(s) of a long-term or short-term rental and their tenants shall be jointly and severally 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.

#### **4.31.5 Indemnification**

The Owner(s) of a long-term or short-term rental shall indemnify, defend, and hold harmless the Association and its Indemnitees 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 or any of its Indemnitees arising from or related in any way to such rental.

#### **4.32 Culinary Water Use and Billing**

Culinary water is metered to the Association as a whole, not to each Unit individually. As such, the cost of culinary water is typically divided evenly among to Units and paid from the monthly installments of the Annual Assessment. Notwithstanding the foregoing, the Board shall have the power to establish Rules establishing billing adjustments for the excessive use of culinary water by Units. Nonlimiting examples of such excessive uses include: (1) hot tubs; (2) excessive water of landscaping; and (3) water leaks attributed to particular Units.

### **5 MEETINGS OF MEMBERS**

#### **5.1 Annual Meetings of Members**

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

#### **5.2 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.

#### **5.3 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.

#### **5.4 Notice of Meetings of Members**

The Association shall provide 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.

### **5.5 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.

#### **5.5.1 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.

### **5.6 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.

### **5.7 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.

### **5.8 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.

### **5.9 Proxy Appointments by Members**

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

#### **5.9.1 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.

### **5.9.2 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.

### **5.9.3 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.

### **5.9.4 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.

## **5.10 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.

## 5.11 Written Ballots

### 5.11.1 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 judgement 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.

#### **5.11.2 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.

#### **5.11.3 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.

#### **5.11.4 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.

#### **5.11.1 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.

## **6 BOARD OF DIRECTORS**

### **6.1 Number of Directors**

The number of Directors is five (5); that is, the Board shall have positions for five (5) individuals.

### **6.2 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.

### **6.3 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 Owner may serve on the Board at any given time. Residency is not required for Board membership. To be eligible as a candidate for the Board, an Owner must be in Good Standing.

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.

### **6.4 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.

### **6.5 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.

### **6.6 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.

### **6.7 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.

## **7 NOMINATION AND ELECTION OF DIRECTORS**

### **7.1 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 a solicitation 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. To be eligible as a candidate for the Board, an Owner must be in Good Standing.

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.

### **7.2 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.

### **7.3 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 Unit shall, in accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members.

## **8 MEETINGS OF THE BOARD**

### **8.1 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.

### **8.2 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.

### **8.3 Notice of Board Meeting to Directors**

Each notice of a Board meeting 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.

### **8.4 Notice of Board Meeting to Owners**

The Association shall provide each 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.

Notices 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.

### **8.5 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.

#### **8.5.1 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.

#### **8.5.2 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 a proper and timely demand in writing from the Director 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.

### **8.5.3 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.

### **8.6 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.

### **8.7 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.

### **8.8 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.

### **8.9 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.

## **9 OFFICERS**

### **9.1 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.

### **9.2 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 end 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.

### **9.3 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.

### **9.4 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.

### **9.5 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.

### **9.6 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.

#### **9.6.1 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.

#### **9.6.2 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.

#### **9.6.3 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.

#### **9.6.4 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.

#### **9.7 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 a Manager, or be delegated to the Manager, at the discretion of the Board as determined by written agreement with the Manager or otherwise.

#### **9.8 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.

#### **9.9 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.

### **10 NOMINATION AND ELECTION OF OFFICERS**

#### **10.1 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.

#### **10.2 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.

#### **10.3 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.

### **11 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.

## **12 RULEMAKING PROCEDURES**

### **12.1 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.

### **12.2 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.

### **12.3 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.

### **12.4 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.

### **12.5 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' Units, including by tenants of their Units. Tenants are not responsible for the violations of Owners with respect their rental Units provided the tenants do not contribute to such violations.

## **12.6 Limitations on Rulemaking**

In addition to other limitations prescribed by the Act or other applicable law, the Declaration, the Articles of Incorporation, or 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.

### **12.6.1 Equal Treatment**

A Rule shall treat similarly situated Owners and Residents similarly.

### **12.6.2 United States Flag**

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit 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.

### **12.6.3 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 Units 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.

## **13 ENFORCEMENT PROCEDURES**

### **13.1 Authority for Enforcement**

Pursuant to Article 12 of the Declaration and in accordance with Sections 208 and 213 of the Act, the Association shall have the right and power to enforce the Governing Documents and may assess fines against Units 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.

### **13.2 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.

### **13.3 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.

### **13.4 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.

#### **13.4.1 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.

#### **13.4.2 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 Unit that is being rented, the Notice of Violation should be delivered to both the tenants and the Owner of the rental Unit.

A copy of each issued Notice of Violation shall be maintained in the records of the Association.

#### **13.4.3 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.

### **13.5 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.

#### **13.5.1 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 or 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.

#### **13.5.2 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 Unit that is being rented, the Notice of Fine should be delivered to both the tenants and to the Owner of the rental Unit.

A copy of each issued Notice of Fine shall be maintained in the records of the Association.

#### **13.5.3 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.

### **13.6 Schedule of Fines**

#### **13.6.1 First Violation**

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

#### **13.6.2 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.



**13.6.3 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.

**13.6.4 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.

**13.7 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.

**13.8 Imposition of Fines**

In accordance with Section 208 of the Act, the amount of a fine shall be imposed against a Lot's and its Owner's accounts and, as applicable, against the account of a tenant Resident(s) of the Unit 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 Unit shall be jointly and severally liable for all costs related to submission to an attorney for resolution, including collection costs.

**14 ANNUAL BUDGET****14.1 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.

**14.2 Budget Composition**

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

**14.2.1 Annual Assessment Income**

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

**14.2.2 Reinvestment Fee Income**

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

**14.2.3 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.

**14.2.4 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.

#### **14.2.5 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.

#### **14.2.6 Reserve Component**

Pursuant to Section 211(6) of the Act, this budget line item represents the total annual reserve amount that the Association plans to deposit into its reserve fund during the Fiscal Year.

#### **14.2.7 Additional Line Items**

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

### **14.3 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.

### **14.4 Insurance Fund**

Pursuant to Section 405(8) of the Act, 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 purposes.

### **14.5 Reserve Fund**

Pursuant to Section 211 of the Act, 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.

## **15 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.

### **15.1 Reinvestment Fee Covenant**

With respect to each and every conveyance of a Unit to a new Owner, including the first conveyance to the first owner of the Unit, 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 Unit, (the "Reinvestment Fee") shall be paid to the Association.

The Reinvestment Fee shall be paid by the buyer of the Unit 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 Unit 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.

## **16 OTHER FEES AND RELATED MATTERS**

### **16.1 Closing Fee**

Pursuant to Section 106 of the Act, 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 Unit.

### **16.2 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.

### **16.3 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 Unit; 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.

### **16.4 No Offsets**

All Assessments and fees shall be payable at the time and in the amount specified in the Declaration, these Bylaws, or in writing 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.

## **16.5 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 Section 206 of the Act. 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.

## **17 DELINQUENCY AND RELATED MATTERS**

### **17.1 Delinquency**

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

### **17.2 Annual Assessment Installments**

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

### **17.3 Due Dates**

Each monthly installment of the Annual Assessment shall be due and payable in full on or before the first (1<sup>st</sup>) day of the month.

Each Special Assessment shall be due and payable in full, or in installments, on or before the due date(s) established in writing by the Board.

Any amount not paid by its due date shall be considered delinquent.

For purposes of the Act, each amount imposed or levied by the Association against any party, including without limitation Assessments, charges, fines, fees, accrued interest, and attorney fees and related costs, shall be considered an "assessment" as that term is used in the Act.

### **17.4 Late Charge**

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

### **17.5 Interest**

Consistent with Section 57-8a-208(3)(c) of the Act and Utah Code 15-1-1, interest shall accrue to the Association at a rate of 10% (ten percent) per annum on each delinquent amount owed to the Association with such interest accruing as of the date the amount became delinquent.

### **17.6 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.

### **17.7 Collection**

Consistent with Section 57-8a-301 of the Act, 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.

#### **17.8 Joint and Several Liability**

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

#### **17.9 Lien**

Pursuant to Section 301 of the Act, the Association shall have a lien on each Unit 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 UNIT 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 Unit.

#### **17.10 Foreclosure**

The Association shall have all rights and powers of foreclosure granted by the Act and other applicable law, both judicially and non-judicially. Pursuant to Utah Code 57-1-20 and Section 302 of the Act, an Owner's acceptance of an ownership interest in a Unit constitutes a simultaneous conveyance of the Unit 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 Unit 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 Unit if the Association takes title to the Unit in relation to any failure to pay such.

#### **17.11 Payment by Tenant**

Pursuant to Section 310 of the Act, 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 Unit 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 collected under this provision.

### **17.12 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 Units(s), and/or other obligees jointly and severally.

## **18 OPERATION AND MAINTENANCE**

### **18.1 Association Maintenance Obligations**

#### **18.1.1 Common Area**

Consistent with Article VII of the Declaration, 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 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.

#### **18.1.2 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, or to incur maintenance costs, all costs related to such damage or maintenance, including without limitation costs of cleaning, maintenance, repair, restoration, or replacement in relation to such damage and maintenance, along with all related administrative and other costs, shall be charged to the Owner or Resident. If the individual(s) that caused the damage or maintenance is a non-Owner Resident of a Unit, or a guest or invitee of such Resident, the Owner of the Unit shall be jointly and severally liable with such individual(s) for such charges.

#### **18.1.3 Association Building Maintenance Obligation**

Consistent with Article VII of the Declaration, the Association shall be solely responsible for maintaining the exterior surfaces of the buildings that include the various Units. Such maintenance obligation shall be limited to painting, repairing, replacing, and caring for the roofs, gutters, downspouts, and all other exterior aspects of the building surfaces. Such maintenance obligation shall not include glass surfaces or landscaping on the various Lots, which shall be the responsibility of the respective Owners of such Lots.

## 18.2 Owner Maintenance Obligations

### 18.2.1 Units

Except as otherwise provided by applicable law, the Declaration, or these Bylaws, including the Association's building maintenance obligation, the Owner(s) of a Unit shall, incidental to ownership, have the right to improve and remodel, and the right and obligation to maintain, the Unit 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 Unit.

### 18.2.2 Rooftop Air Conditioners

The term "A/C Unit" as used herein refers to an air conditioning system's roof-mounted compressor or to a roof-mounted evaporative cooler (swamp cooler) or the like, as appropriate for the situation.

**Installation.** An Owner of a Unit may, at its own cost, install a roof-mounted A/C Unit on the roof of the Unit upon written application to and written approval from the Board. Such an application shall include the name, address, contact information, and license number of the installing contractor. A roof-mounted A/C Unit must be installed by a currently licensed Utah contractor. An application with the foregoing information, once verified by the Board, shall be timely approved in writing by the Board, at which time the Owner may proceed with installation of the A/C Unit including related roof modifications. The installed A/C Unit shall be the property of the Unit Owner. An A/C Unit shall not be installed, in whole or in part, on a garage or on Common Area, but may be installed without application or Board approval in the Lot's backyard or side yard as space is available.

**Maintenance Obligation.** The Owner, including all subsequent Owners, shall be responsible at its own cost for timely maintaining the installed roof-mounted A/C Unit. This maintenance obligation shall include, without limitation, all of the care, inspection, maintenance (preventative and otherwise), repair, replacement, and the like of: (1) the A/C Unit itself; (2) related coolant and electrical lines; (3) the mount and/or bracketry that attaches the A/C Unit to the roof; (4) related ducting that passes through the roof; and (5) related flashing and sealant and other components. As part of this maintenance obligation, the Owner shall also be responsible for: (6) repairing all leaks related to the A/C Unit, in the roof or otherwise; (7) all damage to anything as a direct or indirect result of such leaks; and (8) all damage to the roof related directly or indirectly to the A/C Unit and its installation. Further, any additional costs the Association incurs in meeting its maintenance obligations, if related to an A/C Unit installed on a Unit, shall be charged to the Unit's Owner.

**Removal.** An Owner of a Unit may, at its own cost, remove a roof-mounted A/C Unit from the roof of the Unit upon written application to and written approval from the Board. Such an application shall include the name, address, contact information, and license number of the removing contractor and restoring roofer. A roof-mounted A/C Unit must be removed by a currently licensed Utah contractor and the roof must be restored by a currently licensed Utah roofer. An application with the foregoing information, once verified by the Board, shall be timely approved in writing by the Board, at which time the Owner may proceed with removal of the A/C Unit and the restoration of the roof, which shall include shingles that are essentially indistinguishable from those on the remainder of the roof.

## 19 INSURANCE

### 19.1 Insurance Requirement

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

Consistent with Article IV(2) of the Declaration, the Association shall obtain insurance as required in these Bylaws and the Act, and may obtain insurance that provides more or additional coverage than that required.

**19.2 Property Insurance**

Pursuant to Section 403(1)(a) of the Act, 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 Section 403(1)(b) of the Act, 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 Unit Insurance**

THE OWNER(S) OF EACH UNIT SHALL, AT ITS OWN EXPENSE, OBTAIN AND MAINTAIN IN FORCE AT ALL TIMES AT LEAST PROPERTY AND LIABILITY INSURANCE THAT COVERS THE UNIT 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 UNITS 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 Section 211 of the Act, 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 Section 211(5) of the Act, 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) years 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 or irregularity that is the result of fraud or that was caused knowingly and intentionally in violation 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 invites 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 CONTINUITY OF CORPORATE EXISTENCE**

### **26.1 Authorization for Reinstatement or Reincorporation**

In the event the Corporation's legal status becomes inactive, is administratively dissolved, or is otherwise terminated without the possibility of reinstatement under the Nonprofit Act, the Board shall, within thirty (30) days of becoming aware of such change in status, take all actions necessary to either: (a) reinstate the Corporation to good standing with the State; or (b) if reinstatement is not possible, reincorporate the Association as a nonprofit corporation pursuant to Section 221 of the Act.

### **26.2 Authorization for Action by Others**

If the Board fails to timely take the actions required under this Article, any Manager or Owner is hereby authorized to do so on behalf of the Association pursuant to Section 221 of the Act. Any such Manager or Owner who, in good faith, undertakes action to reinstate or reincorporate the Association shall be fully indemnified, defended, and held harmless by the Association and its Members from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorney fees) arising out of or related to such action.

If a duly acting Board exists at the time of reincorporation, it shall be deemed the Board of the successor corporation without further action, regardless of whether it comprises fewer than the total number of Director positions authorized under these Bylaws. If no Board exists at the time of reincorporation, the incorporator(s) of the successor corporation shall, acting as the Board for this limited purpose only, promptly call and hold a special meeting of the Members in accordance with these Bylaws for the sole purpose of electing a new Board of Directors as soon as practicable.

### **26.3 Waiver of Claims and Right to Dismissal**

To the fullest extent permitted by law, each Owner, and every person subject to these Bylaws, hereby irrevocably waives and releases any and all claims, rights, causes of action, or demands, whether at law or in equity, against any such Manager or Owner acting in good faith pursuant to this Article.

If any legal action is brought against such Manager or Owner for actions taken under this Article, and the court finds that the Manager or Owner acted in good faith and in accordance with this Article, the Association and all Members shall be jointly and severally responsible for all attorney fees, court costs, and other expenses incurred in defense of such action, and the action shall be subject to immediate dismissal. Notwithstanding the foregoing, if any provision of these Bylaws or the Declaration permits the allocation or assessment of costs to the Owner(s) initiating such action, the full amount of such attorney fees, court costs, and other expenses may be assessed directly and exclusively against such Owner(s) to the maximum extent permitted by law.

### **26.4 Successor Corporation and Governance Continuity**

In the event a new corporation is formed in the course of such reincorporation, that entity shall be deemed the Corporation's authorized successor in interest. These Bylaws, as they have been or may in the future be duly amended or restated, shall be deemed readopted as the bylaws of the successor corporation without further action required by the Board or the Members. All Lot Owners within the Project shall automatically be deemed Members of the successor corporation to the same extent; and with the same rights, privileges, and obligations, as they held under the original Corporation. All real and personal property owned or held by

the Association shall be deemed automatically transferred to and held by the successor corporation, and such successor shall succeed to all rights, obligations, powers, and duties of the Corporation as if originally formed in its place.

#### **26.5 Successor Corporation Terminology**

For all purposes under these Bylaws and the other Governing Documents, the successor corporation shall, following such reincorporation, be referred to as the "Corporation."

### **27 GENERAL**

#### **27.1 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.

#### **27.2 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.

#### **27.3 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.

#### **27.4 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.

#### **27.5 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.

#### **27.6 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.

#### **27.7 Fiscal Year**

The Fiscal Year of the Association shall begin on the first day of January and end on the last day of December of each year.

**27.8 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.

**27.9 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.

**27.10 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.

**27.11 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.

**27.12 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.

**27.13 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.

**27.14 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.

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

IN WITNESS WHEREOF, the undersigned have executed these Bylaws as of the date first written below.

**HARTFORD PARK HOMEOWNERS ASSOCIATION**

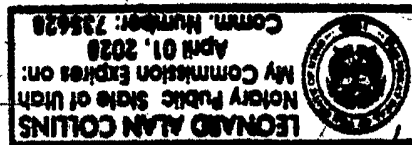
By: [Signature]  
Amy Anderson, Director

By: [Signature]  
Norma Jean Gile, Director

By: [Signature]  
Melanie Oldroyd, Director

By: [Signature]  
Murry Trepel, Director

By: [Signature]  
Daryl Lundberg, Director



2025-04-03 [Signature]

State of Utah )  
 ) SS.  
County of Cache )

On the 9<sup>th</sup> day of April, in the year 2025, each of the above-name individuals, proven by satisfactory evidence, personally appeared before me and each, while under oath or affirmation, stated that he or she is a duly-authorized Director of the Association, did voluntarily sign this document on behalf of the Association, and acknowledged that the Association thereby executed the same.

(Seal)



NOTARY PUBLIC SIGNATURE



**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**

&lt;name of HOA&gt;

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**

&lt;date of notice&gt;

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: <briief 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" – Articles of Incorporation**

A true and correct copy of the Articles of Incorporation of Hartford Park Development, a Utah nonprofit corporation, is attached following this page, which Articles were filed on February 1, 2010, with the Division of Corporations of the State of Utah.


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

State of Utah  
Department of Commerce

Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
and approved on this 1 day of FEB 2010  
in this office of this Division and hereby issued  
This Certificate thereof.

Examiner

Date

2/16/10  
Kathy Berg  
Kathy Berg  
Division Director

Receipt Number: 3116345

Amount Paid: \$30.00

**ARTICLES OF INCORPORATION  
OF****HARTFORD PARK HOMEOWNERS ASSOCIATION  
a Utah Non-Profit Corporation**

Ent 1374596 Bk 2480 Pg 1263

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, residents of the State of Utah do hereby associate ourselves together for the purpose of forming a corporation under the non-profit corporation act of the State of Utah and for that purpose adopt the following Articles of Incorporation.

**ARTICLE I  
CORPORATE NAME**

The name of this corporation shall be: **HARTFORD PARK HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation, hereafter sometimes called "Association".

**ARTICLE II  
TIME OF DURATION**

This corporation shall be perpetual unless dissolved as provided by law.

**ARTICLE III  
PURPOSE**

This corporation shall be a not-for-profit corporation. The specific purposes for which it is formed are: to provide for the maintenance, preservation and architectural control of the development known as Hartford Park; to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and to undertake all actions allowable in accordance with the Bylaws and Declarations of Covenants, Conditions and Restrictions.

**ARTICLE IV  
MEMBERS**

The Members of this Association shall be those individuals granted membership rights pursuant to the Declaration of Covenants, Conditions, and Restrictions.

**ARTICLE V  
STOCK**

Shares of stock will not be issued as evidence of membership in the Corporation.

**ARTICLE VI  
MANAGEMENT COMMITTEE  
(Board of Directors)**

A Management Committee shall manage the affairs of this Association. The initial number of Managers shall be eight (8). The number may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Managers until the selection of their successors are:

7583359



Ent 1374596 Bk 2480 Pg 1264

NAMEADDRESS

Curtis Powell	199 West 1190 North Logan Utah 84341
Norma Jean Gile	1208 North 120 West, Logan Utah 84341
Phyllis Berry	193 West 1190 North Logan Utah 84341
Cynthia Parker	159 West 1190 North Logan Utah 84341
Nichole Jean Pettingill	1206 North 120 West, Logan Utah 84341
Abby Toolay	187 West 1190 North Logan Utah 84341
Murray Trepel	191 West 1190 North Logan Utah 84341
Colette Watson	143 West 1190 North Logan Utah 84341

ARTICLE VII  
INCORPORATOR

The name and address of the Incorporator is

Melanie Oldroyd  
197 West 1190 North  
Logan Utah 84341

ARTICLE VIII  
PRINCIPLE OFFICE/REGISTERED AGENT

The address of this corporation's initial registered office is **40 West Cache Valley Blvd Suite 9A, Logan Utah 84341**. The name of the initial registered agent at such address is Hallock & Hallock a professional corporation

I hereby accept the responsibility as Registered Agent

Hallock &amp; Hallock a professional corporation

By

  
TODD N HALLOCK President

IN WITNESS WHEREOF I sign and verify in duplicate these Articles of Incorporation  
this 29 day of January 2010

Incorporator

  
MELANIE OLDROYD

02-01-10A09 31 RCVD

**EXHIBIT "H" – Declaration**

A true and correct copy of the Declaration of Covenants, Conditions and Restrictions of the Association is attached following this page, which Declaration was recorded as Entry Number 425019 in the recorder's office of Cache County, Utah, on July 23, 1979.

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

HILLYARD, LOW & ANDERSON  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
175 EAST FIRST NORTH  
LOGAN, UTAH 84321  
TELEPHONE (801) 782-2610

JUN 28 1979

SALT LAKE CITY, UTAH

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by a joint venture of Ronald H. Andrews Construction, Inc., and Central Valley Development of Logan, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Logan, County of Cache, State of Utah, which is more particularly described as follows:

Beginning at the Northwest Corner of Lot 3, Block 2, Plat D, Logan Farm Survey and running thence South 89°42'34" East 661.70 feet along the North Line of said Lot to the Northeast Corner of said Lot; Thence South 0°21'01" East 197.50 feet along the East line of said Lot; Thence North 89°42'34" West 661.52 feet to the West line of said Lot said line being along the Easterly Right-of-way line of 200 West Street; Thence North 0°24'11" West 197.50 feet to beginning containing 3.00 acres.

STATE OF UTAH }  
COUNTY OF CACHE } SS  
FILED AND RECORDED FOR  
Andrews & Central J. V.  
JUL 23 3 14 PM '79  
MICHAEL L. BLEED  
COUNTY RECORDER  
DEPUTY

425019 \$15.00

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hartford Park Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

BOOK 253 PAGE 827

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as that portion of the Properties which is designated as common area on the subdivision map of Hartford Park Development as recorded on June 7, 1979, Filing No. 423665, of the records of the County of Cache, State of Utah, and which is exclusive of the numbered lots and dedicated roads on said map.

Section 5. "Declarant" shall mean and refer to a joint venture of Ronald H. Andrews Construction, Inc., and Central Valley Development of Logan, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees from the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 2/3 of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Dedication of Common Area. Declarant in recording the subdivision map referred to herein has designated certain areas of land as parks intended for use by the homeowners in the Hartford Park Development for recreation and other related activities. The dedicated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Hartford Park Development as described in this Declaration.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 1, 1987.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated

upon the properties, including but not limited to payment of casualty and liability insurance premiums and utilities for the Common Area. Each Lot Owner will pay the minimum municipal water charge with any excess charge being paid by the Association. Each Lot owner will also pay sewer fees, electrical fees and garbage removal.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred thirty-nine dollars and forty-four cents (\$139.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.



Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from the lien thereof.

## ARTICLE V

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

## LIMITATION ON USE OF UNITS AND COMMON AREA

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

(b) There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the Board of Trustees of the Association. No unlicensed or inoperable vehicle shall be kept on the premises for more than thirty (30) days. No house trailers or temporary buildings will be allowed on the lots and all storage items must be placed in buildings or storage areas approved by the Architectural Control Committee.

(c) Nothing shall be done or kept in any unit or in the common area, without the prior written consent of the Board of Trustees, which will increase the rate of insurance on the common area. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

(d) No sign of any kind shall be displayed to the public view on or from any unit or the common area, without the prior consent of the Board of Trustees.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common area, except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Trustees.

(f) No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(g) Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Board of Trustees.

(h) There shall be no violation of rules for the use of the common area adopted by the Board of Trustees and furnished in writing to the owners, and the Board of Trustees is authorized to adopt such rules.

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

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Such exterior maintenance shall not include glass surfaces or landscaping on each Lot, which shall be the responsibility of each Lot Owner.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

In the event an owner of any Lot in the Properties shall fail to maintain the landscaping on the premises in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter

upon said parcel and to maintain and restore the Lot. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### ARTICLE VIII

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in the Plat recorded the 7th day of June, 1979, Filing No. 423665, Records of Cache County Recorder may be annexed by the Declarant without the consent of members within eight (8)

years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 23 day of July, 1979.

RONALD H. ANDREWS CONSTRUCTION, INC.  
BY: Ronald H. Andrews

CENTRAL VALLEY DEVELOPMENT OF LOGAN  
BY: William W. Hall

STATE OF UTAH )

: ss.

County of Cache )

I, Maurice P. Jones, a Notary Public, hereby certify that on the 23 day of July, 1979, personally appeared before me, Ronald H. Andrews & William W. Hall, who being by me first duly sworn severally declared that they are the persons who signed the foregoing document as incorporators and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of July, 1979.

Maurice P. Jones  
Notary Public

Residing at:

My Commission Expires:

My Commission Expires June 21, 1980

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page twelve

LAW OFFICES, HILLYARD, LOW & ANDERSON, 175 EAST FIRST NORTH, LOGAN, UTAH 84301

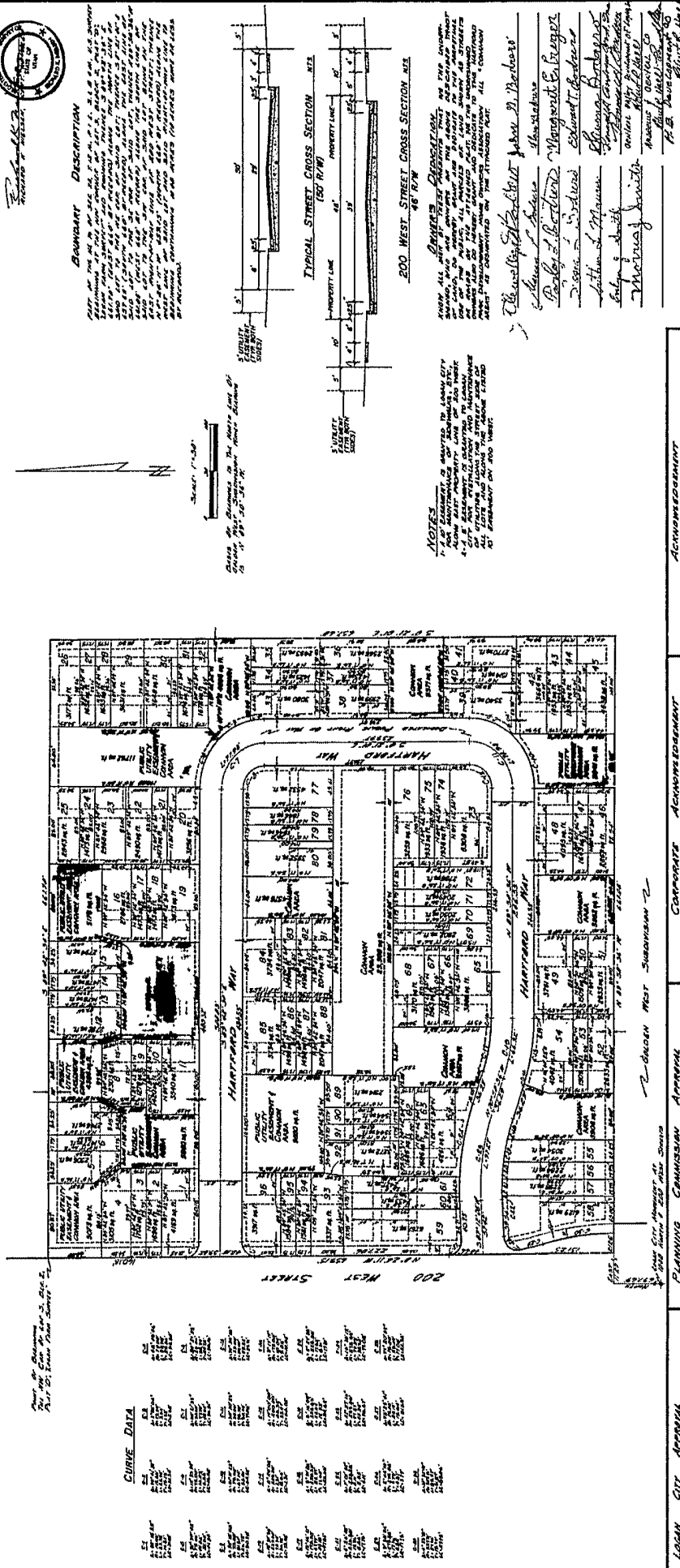
**EXHIBIT "I" – Legal Description**

Lots 1 through 32, together with the Common Area, as depicted on the Plat entitled "HARTFORD PARK DEVELOPMENT," recorded in the Recorder's Office of Cache County, Utah, on June 7, 1979, as Entry No. 423665. These Lots are also known as Parcel Nos. 07-150-0001 through 0032, and the Common Area is also known as Parcel Nos. 07-150-0099 through 0100.

A true and correct copy of said Plat is attached following this page.

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

HARTFORD PARK DEVELOPMENT  
PART OF THE NE 1/4 OF SECTION 28, T. 12 N., R. 1 E., S. 4 B. & M.  
LOGAN CITY, CAGNE COUNTY, UTAH  
FEBRUARY, 1979



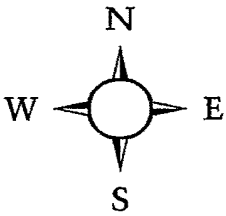
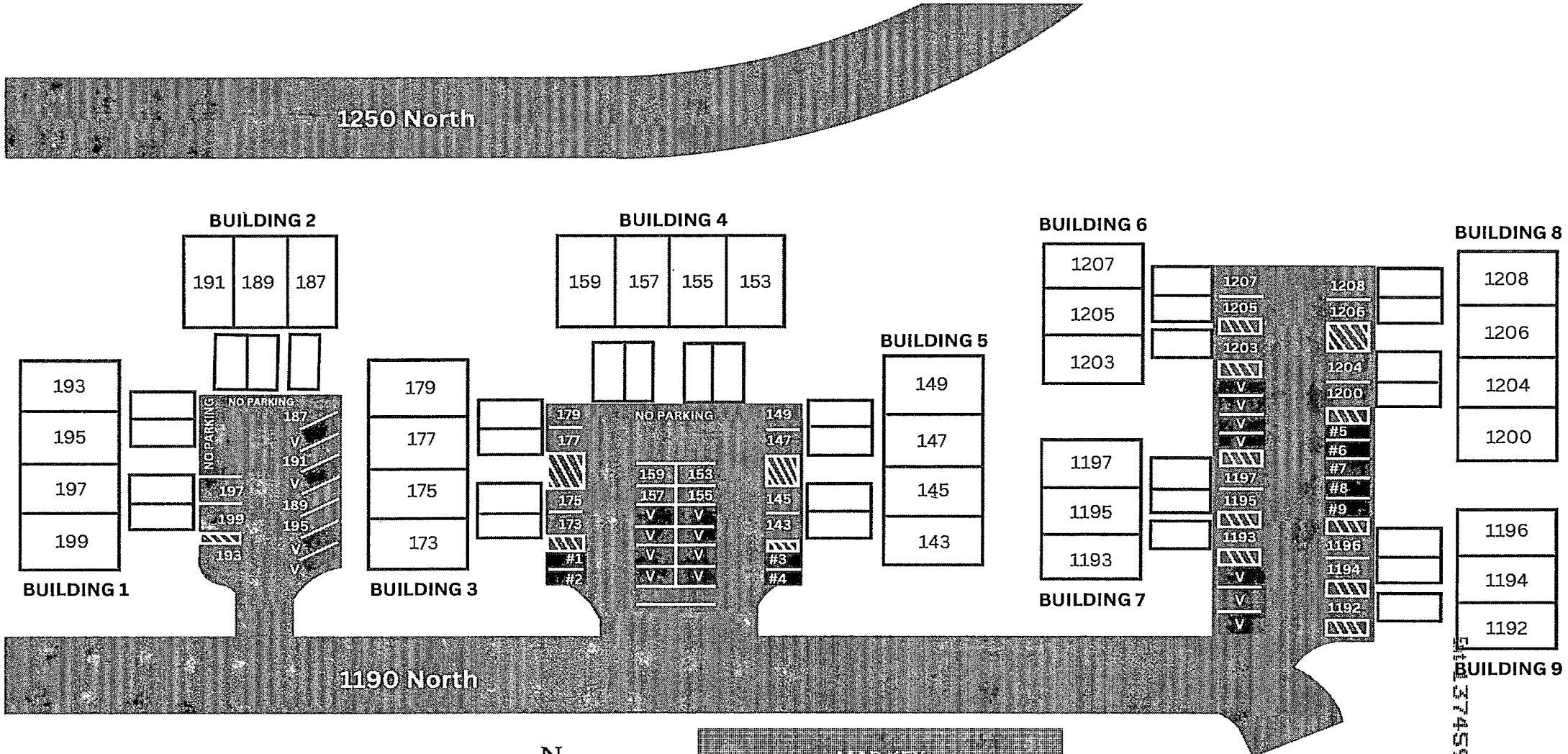
LOGAN CITY APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL	PLANNING COMMISSION APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL	CORPORATE APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL	ACKNOWLEDGMENT APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL	ACKNOWLEDGMENT APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL	COUNTY RECORDERS CERTIFICATE RECORDED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL APPROVED: May 21, 1979 by the City Council, 10 1979 at the time of Planning Commission. <i>Don Jones</i> CITY ENGINEER'S APPROVAL
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**EXHIBIT "J" – Parking Map**

A true and correct copy of the Association's Parking Map is attached following this page, which illustrates the parking areas, no parking zones, assigned parking stalls, visitor parking stalls, and reservable parking stalls in the Project.

# HARTFORD PARK HOA PARKING MAP



**MAP KEY**

- VISITOR PARKING
- RESERVED STALLS
- NO PARKING