



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**FOR**

**HIGH COUNTRY ESTATES  
SUBDIVISION  
HOME OWNERS ASSOCIATION**

**IN**

**BOX ELDER COUNTY, UTAH**

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**AMENDED AND RESTATED  
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**FOR THE**

**HIGH COUNTRY ESTATES SUBDIVISION HOME OWNERS  
ASSOCIATION  
IN BOX ELDER, UTAH**

THIS AMENDED AND RESTATED DECLARATION is adopted this 7 day of APRIL, 2025 by the High Country Estates Subdivision Home Owners Association and is effective as of the date it is recorded in the Box Elder County Recorder's Office.

**RECITALS**

1. **Defined Terms.** Capitalized terms in this Declaration are defined in Article 1 or in other sections of this Declaration.
2. **Description of Affected Property.** This Declaration affects the real property located in Box Elder County, Utah, described with particularity on Exhibit A, attached hereto and incorporated here by reference ("the Property").
3. **Original Declaration.** The original "Declaration of Covenants, Conditions, and Restrictions for High Country Estates Subdivision" was recorded on November 2009 in the office of the Box Elder County Recorder as Entry No. 285135 in Book 1110, beginning at Page 944. ("the Original Declaration")
4. **Amendment to Declaration.** An "Amended Declaration of Covenants, Conditions and Restrictions for the High Country Estates Subdivision" was recorded on March 29, 2018 in the office of the Box Elder County Recorder as Entry No. 382070 in Book 1335, beginning at Page 28 ("the 2018 Amended Declaration"). The amendment procedure used, as well as the validity of the 2018 Amended Declaration, has been challenged.
5. The Association, through the Owners, desires to update the Original Declaration and the 2018 Amended Declaration in order to resolve any question as to the validity of the current governing documents, to adopt recent changes in applicable state law, to modify the name of the Association to match **the established non-profit Utah corporation**, to eliminate certain restrictions, to clarify the rights of the Association and Owners, to eliminate provisions related to Declarant rights which have now expired, to provide for a general plan for managing the Project and Property, and to make additional changes in furtherance of the Association's efforts to efficiently and economically provide a quality living environment and protect and enhance the value of the Lots and the Project.
6. The Association, through its Owners, hereby desires to establish the Terms and

Conditions for the mutual benefit and burden of the Association and all current and future Owners, Occupants, Lenders, and others acquiring any interest in the Project and/or Property.

7. As certified below, and as shown by the attached signatures, this Declaration and the attached Bylaws were consented to by the Owners of not less than sixty-seven percent (67%) of the Lots, as required by Utah Code Ann. §57-8a-104, which supersedes Article XIII, Section 2 of the Original Declaration and is consistent with Article X, Section 2 of the Amended Declaration, which requires such consent to be in writing.

NOW, THEREFORE, for the reasons recited above and subject to the Terms and Conditions set forth below, the Association, through the Owners, hereby amends and replaces the prior declaration and any amendments thereto with the following:

### ARTICLE 1 DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated:

- 1.1. "Act" shall mean the Utah Community Association Act codified beginning at Section 57-8a-101, Utah Code Annotated, as in effect on the date this Declaration is recorded.
- 1.2. "Allocated Interest" shall mean the interest of each Owner in the Common Expense liability and for the purposes of voting in the Association. A chart showing the Allocated Interest of each Lot in the Association is attached hereto as Exhibit C.
- 1.3. "Articles" shall mean the Articles of Incorporation for the Association.
- 1.4. "Assessments" shall mean any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration.
- 1.5. "Association" shall mean the association of property owners (pursuant to Utah Code Ann. § 57-8a-102(2)) designated "High Country Estates Subdivision Home Owners Association, Inc.," a Utah non-profit corporation. The members of the Association are Owners of Lots within the Project.
- 1.6. "Board of Directors" shall mean the entity with primary authority to manage the affairs of the Association.
- 1.7. "Bylaws" shall mean the bylaws of the Association attached as Exhibit C, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.
- 1.8. "Common Expenses" shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Open Space that is maintained by

the Association; (b) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (c) insurance and bonds required or allowed by this Declaration; (d) the establishment of reserves; (e) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (f) any other expenses of the Association arising from the operation of the Association including community enrichment activities such as **dumpster rentals** and community gatherings) and not otherwise precluded by the Governing Documents or any applicable law.

- 1.9. "Declaration" shall mean this Declaration, including all attached exhibits that are incorporated by reference, and any and all amendments to this Declaration.
- 1.10. "Development" shall have the same meaning as "Project."
- 1.11. "Director" shall mean a member of the Board of Directors.
- 1.12. "Dwelling Unit" shall mean and refer to a structure on a Lot that is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned that are used in connection with such residence.
- 1.13. "Governing Documents" shall refer to this Declaration, the Plat, the Bylaws, any Rules that may be adopted by the Board of Directors, the Articles, and any other documents or agreements binding upon all of the Owners.
- 1.14. "Lender" shall mean a holder of a mortgage or deed of trust on a Lot.
- 1.15. "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Association or Project.
- 1.16. "Mortgage" shall mean any first mortgage, first deed of trust or trust deed or the act of encumbering any lot or any property by a mortgage, trust deed or deed of trust.
- 1.17. "Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, designated on the Plat as "Open Space," and shall have the same meaning as "common areas" under the Act.
- 1.18. "Owner" shall mean the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the County Recorder of Box Elder County, Utah; however, Owner shall not include a trustee for a deed of trust.
- 1.19. "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity with the legal capacity to hold title to real property.

- 1.20. "Plat" shall mean the subdivision plat for "High Country Estates," executed on August 28, 2009 and recorded in the records of the County Recorder of Box Elder County, Utah on November 12, 2009 in Book 1110, Page 939, as Entry No. 285133, as well as all amendments and supplements thereto.
- 1.21. "Project" shall mean the Property and all structures and improvements thereon including the Lots and the Open Space. The Project is named "High Country Estates Subdivision" and is located entirely in Box Elder County, Utah.
- 1.22. "Property" shall mean and refer to the entire tract of real property described in Exhibit A attached hereto and appearing on the Plat.
- 1.23. "Reserve Analysis" shall mean an analysis to determine (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Open Space that has a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the Association; and (ii) the appropriate amount of any reserve fund.
- 1.24. "Roads" shall mean the public roads in the Projects that are owned and maintained by Box Elder County.
- 1.25. "Rules" shall mean and refer to any rules and regulations adopted by the Board of Directors to govern the Association and its members.
- 1.26. "Terms and Conditions" shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- 1.27. "Voting Rights" is the vote that is reserved for Owners of property within the Association and living therein.

## ARTICLE 2 THE PROJECT AND REQUIRED REGISTRATION

- 2.1. **Binding Effect of Governing Documents.** The Association hereby confirms that the Property is part of the Project and declares and agrees that the Project and all of the Lots shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Lot such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.
- 2.2. **Nature of the Project.** The Project contains 27 lots improved with detached,

single-family homes. The Project includes roadways and open space, as shown on the Plat. The Project is not a cooperative or a condominium.

- 2.3. **Project Name.** The Project shall be named, identified, and known as High Country Estates Subdivision, unless otherwise changed as provided for in this Declaration.
- 2.4. **Identification of Lots.** All of the Lots are referenced specifically and identified by location on the Plat by numbers 1 through 27.
- 2.5. **Registration with the State.** In compliance with Utah Code Ann. § 57-8a-105, the Association shall be registered with the state Department of Commerce and shall update its registration with any changes to: (a) the name or address of the Association; (b) the name, address, telephone number, and e-mail address of the president of the Association; (c) contact information for the Manager; and (d) the name, address, telephone number, and e-mail or facsimile number of a primary contact person who has Association payoff information that a closing agent needs in connection with the closing of an Owner's financing, refinancing, or sale of the Owner's Lot.

### ARTICLE 3 MAINTENANCE, REMODELING, AND UTILITIES

- 3.1. **Owner Responsibility for Maintenance.** Unless otherwise agreed to in writing by the Association, each Owner's responsibility to care for his or her Lot shall include, but not be limited to, the following:
- (a) **Maintenance of Dwelling Units.** Each Owner shall have the obligation to provide any desired exterior maintenance of his Dwelling Unit and all porches, patios, and decks associated with an Owner's Dwelling Unit including but not limited to painting, repair, replacement, and care of roofs, gutters, down spouts, window wells, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall be responsible for painting, repairing, and otherwise maintaining the exterior and interior of his Dwelling Unit, as desired, and shall maintain, as desired, all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems. Owners shall be responsible for maintaining all utility lines serving the Owner's Lot from the Dwelling Unit to the point that such lines serve multiple Dwelling Units. Owners shall be responsible for removing snow from any sidewalk, path, walkway, and steps that serve only their Lot and Dwelling Unit. The Association shall have no obligation to perform any maintenance or repair of any part of any Dwelling Unit nor will the Association get involved in the enforcement of any listed Owner maintenance responsibility.
- (b) **Maintenance of Lots.** Each Owner shall be responsible for the maintenance, repair, and replacement of all landscaping on the exterior of his or her Lot. The Association shall have no obligation to perform any exterior maintenance or repair of any part of any Lot or improvements located on Lots nor will the

Association get involved in the enforcement of any listed Owner maintenance responsibility.

- (c) **Maintenance of Septic Systems.** Owners are responsible for the cleaning and upkeep of the septic systems located on their property. In the event of clogging or breakage, all repairs shall be performed as soon as possible, with the earth being returned to its original state.

3.2 **Association Responsibility for Maintenance.** The Board of Directors shall determine, in its sole discretion, the appropriate maintenance standard for the Open Space, so long as those areas are maintained in the best interests of the Owners. The Association's responsibility shall include the following:

- (a) **Open Space Improvements.** Except as provided herein, the Association shall maintain, repair, and replace any Open Space improvements.
- (b) **Landscaping.** The Association shall maintain, repair, and replace all landscaping in the Open Space, which shall include at a minimum weeding and mowing.
- (c) **Common Utility Lines.** The Association shall maintain all plumbing and other utility lines to the extent that the lines serve more than one Lot or Dwelling Unit. This includes maintenance for the utility company meter inward to the property. Maintenance for the utility lines prior to the meter is the utility company's responsibility.

3.3. **Owner's Damage to Open Space.** In the event that the need for maintenance or repair of Open Space or any improvement thereon is caused through the willful or negligent acts of an Owner, the Board of Directors may cause such maintenance or repairs to be made by the Association, and may assess the Owner for all costs associated therewith.

3.4. **Capital Improvements.** Capital improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

- (a) Any capital improvement to the Project that does not materially alter the nature of the Project may be authorized by the Board of Directors alone. A material alteration to the Project is, for example, the installation of a previously non-existent and materially significant fixture or permanent removal of materially significant fixture such as a playground, swimming pool, tennis court, or parking area. Landscaping alterations and the addition or removal of signs or small structures are not material unless they cause other material changes such as those listed above. (Refer to 5.1 for additional information regarding common property improvement.)
- (b) Any capital improvement that would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by the written consent of Owners holding the majority of the

Allocated Interest in the Association and must be approved by the Board of Directors. Notwithstanding anything to the contrary, no material alteration that changes the size, shape, or location of any Lot shall be permitted without (1) the written consent of all directly affected Owners and the written consent of Owners holding 67% of the Allocated Interest in the Association, and proper recorded modifications to the plat to reflect the changes.

- 3.5. **Utilities.** All utilities for individual Lots (except any utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Lot and such utility charges shall be the responsibility of the Lot Owner.
- 3.6. **Water.** Willow Creek Water Co. Inc. will furnish water to the Owners pursuant to water shares appurtenant to their Lots (Source No. 0206201, Water Right No. 29-1334 (A 12000)). The water charges shall be the responsibility of each Lot Owner. The Association shall have no responsibility for providing water or resolving any issues related to the water shares.
- 3.7. **Solar Panels, Charging Stations, and Future Technology.** The Association may install in the Open Space and Owners may install on Lots solar panels, electric vehicle charging stations, and other fixtures, equipment, and modifications utilizing new technology. The Board of Directors shall have authority to impose rules related to any such fixtures, equipment, and modifications so as to preserve and maintain the overall aesthetics of the Project and to minimize any disruption of the peaceful enjoyment of the Project by all Owners.

#### ARTICLE 4

#### ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

- 4.1. **Organization of Association.** The Association shall serve as the organizational body for all Owners.
- 4.2. **Modifying or Changing the Name of the Project.** The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.
- 4.3. **Legal Organization.** The Association, in the discretion of the Board of Directors, shall be entitled to organize as a non-profit corporation or other legal entity that may be selected by the Board of Directors. The Board of Directors may select the name for this entity, which shall, to the extent reasonably possible, be consistent with the name as identified in this Declaration. In the Board of Directors' sole discretion (in compliance with any limitations stated in this document), the Bylaws of the Association may be adopted, in part or in whole, as the Bylaws of any corporation or legal organization of the Association, or the Association may adopt additional Bylaws or other necessary documents related to the legal organization of the Association which must be consistent with then existing Declaration and Bylaws, unless they are amended pursuant to their terms. In the organization, reorganization, or amendment of any documents related to the

legal organization of the Association, the terms in all such documents pertaining to the entity shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

- 4.4. **Membership.** Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.
- 4.5. **Voting Rights.** Members of the Association have equal Allocated Interest in the Association and are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine and shall be exercised as provided for in the Bylaws, but in no event shall more than one vote be cast with respect to any Lot.
- 4.6. **Availability of Documents.** The Association shall make available to the Owners, Lenders, and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records, and financial statements related to the operations of the Association. The term "available" as used in this section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Board of Directors determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it.
- 4.7. **Board of Directors.** The governing body of the Association shall be the Board of Directors elected pursuant to the Bylaws. Except as otherwise provided in this Declaration, **the Act**, or the Bylaws, the Board of Directors shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board of Directors. Except as may be specifically provided in the Declaration, Bylaws, or by applicable law, no Owner or group of Owners other than the Board of Directors may direct the actions of the Association.

- 4.8. **No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents.** No one may rely upon any authorization (from the Board of Directors or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given, and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Lot in the Association to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association is in compliance with the terms of the Governing Documents.

**ARTICLE 5  
GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

- 5.1. **Rights and Responsibilities of the Association.** The Association shall have the following rights and responsibilities in addition to any others set forth in the Governing Documents or provided by law:
- (a) **Maintenance.** The Association shall make provisions for completing all maintenance, repair, and replacement requirements of the Association.
  - (b) **Paying Expenses.** The Association shall provide for the payment of Association expenses.
  - (c) **Setting and Collecting Assessments.** The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
  - (d) **Granting Easements Over Open Spaces.** The Association may, in the discretion of the Board of Directors, grant easements to third parties over Open Spaces.
  - (e) **Developing, Leasing, or Selling Open Spaces.** The Association may develop, lease, or sell Open Spaces or any part thereof. Leases and sales must be approved by the Board of Directors plus the super-majority of the Allocated Interests in the Association. Improvements to Open Space are subject to Section 3.4 above.
  - (f) **Entering Lots.** After having given the appropriate notice as required by this Declaration, the Association shall have the right at all times upon reasonable notice (and at any time in case of an emergency) to enter into any Lot to abate any infractions, to correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant. Under no circumstances will the Association be allowed to enter, without prior permission from the Owner, any Dwelling Unit or other structure on a Lot, including garages, sheds, or any other free-standing structure.

- (g) Adopting and Enforcing Rules. The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Board of Directors' determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. All Rules must be reasonable in light of all the circumstances pertaining to the situation or issue addressed by the Rules.
- (h) Hiring Managers and Delegating Responsibilities. The Association may hire a Manager to assist the Board of Directors in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents as it deems appropriate; provided, however, that only the Board of Directors shall have the right to approve Association budgets, fines to Owners, and General and Special Assessments. Any powers and duties delegated to any Manager or other person may be revoked by the Board of Directors at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. The Board of Directors has no authority to enter into any management agreement or contract inconsistent with the terms of these Governing Documents or that provides for any termination fee or requirement for termination for cause.
- (i) Filing Required Tax Documents. The Association shall file any documents required by federal or state taxing authorities and may engage the services of an accountant or other tax professional to do so.
- (j) Other Necessary Rights. The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.
- (k) Maintaining a Reserve Fund. The Association shall maintain a reserve fund and obtain and update a Reserve Analysis as required in this Declaration.
- (m) Establishing Hearing Procedures. The Board of Directors shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Board of Directors shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board of Directors may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such

hearing process shall provide, at a minimum, for: (1) at least two weeks notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owners to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owners deem relevant to the disputed issue.

- (n) **Holding an Annual Meeting.** The Association shall arrange for and conduct an annual meeting at least once a year as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law. The annual meeting shall occur sometime during the month of March each year unless the Board of Directors determines otherwise.
- (o) **Establishing Payoff Information Fees.** The Association is specifically authorized to establish a fee of \$50.00 to provide payoff information related to the transfer, refinance, or closing of a Lot. The Board of Directors may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Utah law.
- (p) **Establishing a Reinvestment Covenant Upon Sale or Transfer of Lot.** The Board of Directors may require the seller or buyer to pay a Reinvestment Fee as provided for in Utah Code Ann. § 57-1-46, **in an amount of .5% (or a lesser amount established by the Board of Directors in the Rules) of the value of the property.** Unless otherwise established by an appraisal of the Lot within 180 days prior to the transfer, the value shall be as reported by the tax assessor at the time of the transfer. All or a portion of the Reinvestment Fee shall be used to pay the Association's costs directly related to the transfer of the Lot, not to exceed \$250. The Reinvestment Fee may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250. The Association shall have authority to record any notice required by law to effectuate this provision.
- 5.2 **No Responsibility to Enforce Local or State Law.** The Association shall have no responsibility or obligation to enforce any city or county ordinances or state law that restrict or regulate Owners use of their Lots and improvements to the Lots. Owners are responsible for ensuring their own compliance with applicable law.
- 5.3 **No Responsibility to Resolve Disputes Between Owners.** The Association shall have no responsibility or obligation to mediate or otherwise resolve disputes between individual Owners unless the dispute involves Open Space or a matter in which the

Association as a whole has an interest.

**ARTICLE 6  
BUDGETS & ASSESSMENTS**

**6.1. Budget and Regular Assessment.**

- (a) The Board of Directors is authorized and required to propose a budget for the following fiscal year and submit it for approval of the Owners at the annual meeting of Owners. The proposed budget shall be deemed approved unless Owners holding 51% or more of the Allocated Interests in the Association vote to disapprove it, either at the annual meeting or at a special meeting called for that purpose within 45 days of the annual meeting.
- (b) The Board of Directors shall determine the amount of the regular Assessments to be paid by the Owners of each Lot by multiplying the total budgeted amount by the Allocated Interest for each Lot. If the Assessment amount constitutes an increase from the previous year's Assessment amount, then the Board of Directors must give notice of the increase (i) in the written notice of the annual meeting; (ii) in the budget; and (iii) orally at the meeting.
- (c) The budget shall cover the period of the next fiscal year. The budget shall estimate the total Common Expenses to be incurred for the next fiscal year (or that fiscal year for a revised budget), which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Board of Directors deems appropriate.
- (d) The Board of Directors shall provide a written copy of the budget to all Owners with its notice of the annual meeting.

**6.2. Payment of Regular Assessments.** Unless otherwise established by the Board of Directors and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment **by the end of each month or on an annual basis** on or before the end of February each year.

**6.3. Adjustments to Regular Assessments.** In the event that the Board of Directors determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Board of Directors, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly installments.

**6.4. Personal Obligation for Assessment.** Each Owner of any Lot, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any

lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment becomes due.

- 6.5. **Capital Improvements.** Expenses for capital improvements may be included in the budget, paid for through special assessments, or paid for in any other manner as determined by the Board of Directors.
- 6.6. **Percentage Assessments.** Except as otherwise provided herein, all Assessments (other than special assessments to individual Lots) shall be allocated to all Owners based on the Allocated Interest of each Lot.
- 6.7. **Procedures Regarding Billing and Collection.** The Board of Directors shall have the right and responsibility to adopt procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the establishment of due dates, late fees and collection charges, and interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement or notice (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.
- 6.8. **Certificate of Payment.** The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Lot have been paid and the amount of delinquency, if any. A reasonable charge of fifty dollars (\$50.00) or such other amount allowed by law and provided for in the Rules may be collected by the Board of Directors for the issuance of each such certificate. Each certificate is conclusive in favor of a person who relies on the written statement in good faith.
- 6.9. **Special Assessments.** Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to assess and collect special assessments payable and to be assessed as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses.
- 6.10. **Special Assessments to Individual Lots.** Special assessments may be levied by the Association against a particular Lot and its Owner for:
- (a) Costs incurred in bringing an Owner or the Owner's Lot into compliance with the provisions of the Governing Documents;

- (b) Any other charge designated as pertaining to an individual Lot or Lot Owner in the Governing Documents;
  - (c) Fines, late fees, collection charges, and interest; and
  - (d) Attorneys' fees, costs, and other expenses relating to any of the above.
- 6.11. **Acceptance of Materials or Services.** In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Lots, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a special Assessment pertaining to that Lot, at the discretion of the Board of Directors.
- 6.12. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board of Directors in its discretion may apply the excess to reserves, keep the excess in general accounts of the Association, or refund the excess to the Owners in proportion to the Allocated Interests of each Lot in the Common Expenses of the Project, as the Board of Directors deems appropriate. The decision of the Board of Directors shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 6.13. **No Offsets.** All Assessments shall be payable at the time and in the amount specified by the Association and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board of Directors is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.
- 6.14. **How Payments Applied.** Payments on assessments and related charges shall be applied to the oldest charges first.

**ARTICLE 7  
NONPAYMENT OF ASSESSMENTS &  
JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST  
UNPAID ASSESSMENTS**

- 7.1. **Delinquency.** Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board of Directors may, at its option, invoke any or all of the remedies granted in this Article 7.
- 7.2. **Collection Charges and Interest.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules of the Association, the following shall apply. **Monthly assessments shall be due and payable by the end of each month.**

Late fees shall be \$5.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to Late Fees, interest shall accrue on all unpaid balances, including unpaid prior attorney fees, interest (compound interest), late fees, and assessments, at 1.5% per month. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Board of Directors may establish in the Rules.

- 7.3. **Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments.** The Owner and any future Owners of a Lot are jointly and severally liable for all assessments accruing related to that Lot prior to and during the time that an Owner is an Owner. An Owner is not liable for any Assessments accruing after an Owner has lawfully transferred the Lot to another Owner. The recording of a deed to someone or some company that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title. This obligation is separate and distinct from any lien rights associated with the Lot.
- 7.4. **Lien.** The Association has a lien on each Lot for all Assessments, which include but are not limited to interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an assessment is payable in installments, the lien is for the full amount of the assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Lot except only: (1) a lien or encumbrance recorded before this Declaration is recorded, (2) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Lot. The Association may, but need not, record a notice of lien on a Lot. The Association or its duly authorized representative is authorized to record a notice of lien to protect its priority.
- 7.5. **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Lot, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association or its assigns the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.
- 7.6. **Foreclosure Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and nonjudicially. Pursuant to Utah Code Ann. Sections 57-1-20 and 57-

8a-302, an Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to Jamie L. Nopper or her successor, as trustee, for the benefit of the High Country Estates Subdivision Home Owners Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a successor qualified trustee by executing and recording a substitution of trustee form.

- 7.7. **Homestead Waiver.** Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.
- 7.8. **Termination of Delinquent Owner's Rights.** When an Assessment is more than 30 days past due, the Association shall have the right to suspend the delinquent Owner's: (1) right to receive a utility service which the Owner pays as a Common Expense, (2) access to recreational facilities; and (3) right to vote on matters before the members of the Association.
- 7.9. **Requiring Tenant to Pay Rent to Association.** In accordance with Utah Code Ann. § 57-8a-310, the Association shall have the right to demand and collect rent from any tenant in a Lot for which an assessment is more than 60 days late.
- 7.10. **Attorneys' Fees Incurred as a Result of a Default.** In addition to any attorney fees and costs provided for herein, the Association shall be entitled to assess an Owner for all reasonable attorney fees and costs incurred as a result of an Owner's failure to timely pay assessments, including but not limited to attorneys' fees incurred to: (1) obtain advice about a default, (2) collect unpaid payments, (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid assessments, (4) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding, (5) examine the debtor or others or to monitor any bankruptcy proceedings including but not limited to regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan, (6) litigate, seek, and respond to discovery, take depositions, introduce evidence, hire and pay expert witnesses, file motions and other pleadings, attend trials, hearings, or other court proceedings for any other reason related to the ultimate attempt to collect unpaid assessments, and (7) foreclose a lien, secure lien rights, or provide for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of assessments and the ultimate collection of those assessments.

**ARTICLE 8  
PROPERTY RIGHTS IN LOTS AND OPEN SPACE**

**8.1. General Easements to Open Space and Lots.**

- (a) Subject to all other terms of the Governing Documents, each Owner shall have an equal undivided interest, right, and easement of use and enjoyment in and to the Open Space. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Lot over and across such Open Space. Such rights and easements shall be appurtenant to and shall pass with title to each Lot and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Open Space as an Owner. All such rights shall be subject to any Rules established by the Board of Directors.
- (b) The Association shall have nonexclusive easements with the right of access to each Lot to prevent or mitigate damage or disrepair to Lots and Open Space, and to maintain, repair, replace or effectuate the restoration of the Open Space. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a right to grant permits, licenses, and easements upon, across, over, under, and through the Open Space, including allowing attachments to the Association's sewer, water, or other utility systems by non-owners or property owners of neighboring parcels, under such circumstances and upon such terms as: (1) the Board of Directors determine is in the best interests of the Association; (2) fully compensate the Association for any additional usage, wear and tear, and other financial effects of such connection.

- 8.2. **Public Utilities.** Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Open Space and the Lots by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over, or under the Open Space for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi public, or private improvements or facilities, and each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through, or under an Owner agree to execute promptly all such documents and

instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently and materially interfere with the use, occupancy, or enjoyment by any Owner of such Owner's Lot.

- 8.3. **Easements for Encroachments.** If any portion of a Dwelling Unit, as originally constructed, encroaches upon the Open Space or any Lot other than the Lot upon which the Dwelling Unit is built, then the Owner of said Dwelling Unit shall have a valid easement for encroachment, and maintenance of such encroachment, for the life of the Dwelling Unit. If any other portion of a Lot (other than the Dwelling Unit or other structures), as originally constructed at the time of development, including yard, fencing, driveway, patio, porch, or deck, encroaches on the Open Space or another Lot, then the Owner of said Lot shall have a valid easement for encroachment only to the extent that the encroachment is minor, or less than one foot.
- 8.4. **Views.** Views from a Lot and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Lot acknowledges and agrees that there are no view easements or view rights appurtenant to the Lot or the Project.

#### ARTICLE 9 USE LIMITATIONS AND CONDITIONS

- 9.1. **Rules.** The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.
- 9.2. **No Subdivision or Timeshare of Lots or Recording by Owners of Terms and Conditions.** No Lot shall be split, subdivided, separated or timeshared into two or more Lots or property interests (whether temporally or spatially), and no Owner of a Lot shall sell or lease part of a Lot. No subdivision plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Lot. No subdivision plat or covenants, conditions, or restrictions related to any Lot or the Project shall be recorded on the Project unless the Board of Directors and/or Owners (as required in this Declaration) have first approved, in writing, the plat or the proposed covenants, conditions, or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this section shall be null, void, and of no legal effect.
- 9.3. **Variances.** The Association is hereby authorized and empowered to grant reasonable variances from the provisions of this Declaration in order to overcome practical difficulties and in order to prevent unnecessary hardship on the application of the provisions contained herein, provided, however, that said variances shall not materially alter or be inconsistent with the general plan and intent of this Declaration. The failure of Association to enforce any requirement, restriction or standard herein contained, shall in no event be deemed to be a waiver of the right to enforce any other restriction.

#### 9.4. **Hazardous Substances.**

- (a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are held for, and are generally recognized to be appropriate for, the maintenance of a Lot, the Project, or a Dwelling Unit. Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this section 9.4 shall survive any subsequent sale by an indemnifying Owner.
- (b) As used in this section 9.4, "Hazardous Substances" are those substances defined as a toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this section 9.4, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety, or environmental protection.

### ARTICLE 10 INSURANCE

- 10.1. **Owner Insurance Requirement.** Owners are required to obtain their own property insurance for their Lots and Dwelling Units. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage, or other insurance covering any lot and acts and events thereon. Accordingly, Owners of residential units in the Development shall obtain fire, extended coverage and liability insurance to the full replacement value of all facilities.
- 10.2. **Association Insurance Requirement.** The Association shall obtain insurance as

required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Premiums for all Association insurance shall be a Common Expense. The Association's policies may contain a reasonable deductible, which shall also be a Common Expense in the event of an insured loss.

- 10.3. **Property Insurance.** The Association shall obtain blanket property insurance or guaranteed replacement cost insurance on the Open Space in the project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils.
- 10.4. **Liability Insurance.** The Association shall obtain liability 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 Open Space.
- 10.5. **Other Insurance.** In addition to any type of insurance coverage or limit of coverage provided herein, the Association may, as the Board of Directors considers appropriate, obtain an additional type of insurance than otherwise required, or a policy with greater coverage than otherwise required.
- 10.6. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.
- 10.7. **Named Insured.** The named insured under any policy of insurance shall be the Association.
- 10.8. **Association's Right to Negotiate All Claims and Losses and Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy: (a) shall be payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and appropriate disposition of all insurance proceeds, the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of an Owner.
- 10.9. **Insurance Trustee.** In the discretion of the Board of Directors or upon written request executed by Owners holding 50% of the Allocated Interest in the Association, the Board of Directors shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom

the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board of Directors (as the case may be) shall require.

**ARTICLE 11  
EMINENT DOMAIN**

- 11.1. **Total Taking of a Lot.** If a Lot is taken by eminent domain, or sold under threat thereof, or if part of a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Lot and Allocated Interest in the Open Space, regardless of whether any Open Space is taken. Upon such a taking, unless the decree otherwise provides, that Lot's Allocated Interest in the Open Space shall automatically be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this section. Any remnant of a Lot remaining after part of a Lot is taken shall become part of the Open Space.
- 11.2. **Partial Taking of a Lot.** Except as provided in section 11.1, if part of a Lot is taken by eminent domain, or sold under threat thereof, so that such Lot may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Lot and Allocated Interest in the Open Space, regardless of whether any Open Space is taken. Upon such a taking, unless the decree otherwise provides, that Lot's Allocated Interest in the Open Space shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Lot, the reduced amount shall automatically be reallocated to that Lot and the remaining Lots in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Lot participating in the reallocation on the basis of its reduced Allocated Interest.
- 11.3. **Taking of Open Space.** If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of or includes any Lot, the Board of Directors shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.
- 11.4. **Taking of Entire Project.** In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.
- 11.5. **Priority and Power of Attorney.** Nothing contained in this Article 11 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Lot as to any portion of any condemnation award allocated to such Lot. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Open Space, or any part thereof. In the

event the taking involves the Open Space, the award or proceeds shall be payable to the Association for the use and benefit of the Owners. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

## ARTICLE 12 TERMINATION

- 12.1. **Required Vote.** Except as otherwise provided in Article 11, the Project may be terminated by the approval of Owners holding two-thirds (67%) of the Allocated Interests.
- 12.2. **Termination Agreement.** An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Box Elder County, Utah and is effective only on recordation.

## ARTICLE 13 AMENDMENTS

- 13.1. **General Amendment Requirements.** Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing to which Owners holding Allocated Interests totaling not less than sixty-seven percent (67%) of the total Allocated Interests have approved and consented, as evidenced by a vote at a meeting duly called for that purpose.
- 13.2. **Scope of Amendments.** This Declaration may be amended to add new rights and obligations, remove existing rights and obligations, or modify existing rights and obligations. The right to amend shall be broadly construed to permit any change to the rights, obligations, and terms in the Declaration.
- 13.3. **Execution and Effective Date of Amendments.** An amendment that has been adopted as provided herein shall be executed by the Board of Directors, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Box Elder County, Utah.
- 13.4. **Changes to Plat or Boundaries of the Association.** The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Lot or Lots upon the approval of the number of Owners required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including adding or removing

amenities, increasing the size of Lots and Dwelling Units, deleting, adding, or modifying Open Space, or making other changes in the layout of the Project. If any such document or action is approved by the consent of at least 67% of the Owners obtained in the manner required to amend this Declaration, and so long as any Owner of any Lot that is subjected to boundary changes to that Lot consents, each and every other Owner shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat.

- 13.5. **Amendment To Conform to Law.** The Board of Directors may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to comply with any directive of any federal, state, or local government agency.

#### ARTICLE 14 INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

- 14.1. **No Waiver.** The failure of Association to enforce any requirement, restriction or standard herein contained, shall in no event be deemed to be a waiver of the right to enforce any other restriction.
- 14.2. **Conflicting Provisions.** In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Plat, the Declaration, the Articles, the Bylaws, and then the Rules.
- 14.3. **Interpretation of Declaration and Applicability of the Act.** **The Association intends that the Project shall be governed by the Act,** except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.
- 14.4. **Cumulative Remedies.** All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 14.5. **Severability.** Invalidation of any one or a portion of the Terms and Conditions by

judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.

- 14.6. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other person subject to their terms.
- 14.7. **Applicable Law.** This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.
- 14.8. **Gender and Number.** Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

#### ARTICLE 15 NOTICE

- 15.1. **Notices to an Owner.** Any notice to be given to an Owner must be in writing and may be delivered (i) personally; (ii) via first class United States mail, postage prepaid, to the most recent address furnished by the Owner or the property address; (iii) via email to an email address provided by the Owner; or (iv) by facsimile to a number provided by the Owner. In the case of co-owners, notice to one of the co-owners is effective as notice to all such co-owners. The Association shall not be required to give more than one notice per Lot, whether electronic or not. In case any two co-owners send conflicting notice demands, notice shall be proper if mailed by first class mail to the Lot.
- 15.2. **Notice to a Lender.** Notice to a Lender shall be delivered by first class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Lot shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.
- 15.3. **Notices to the Association.** Any notice to be given to the Association must be in writing and may be delivered (i) personally to a Director or managing agent; (ii) via

first class United States mail, postage prepaid, to the current registered business address of the Association; (iii) via email to an email address provided by the Association; or (iv) by facsimile to a number provided by the Association.

**ARTICLE 16  
ATTORNEYS' FEES AND COSTS**

- 16.1. **Attorneys' Fees and Costs.** In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief or injunctive relief, the losing party or parties shall pay the attorneys' fees and costs of the prevailing party or parties, in such reasonable amount as may be fixed by the court in such proceedings, or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorneys' fees and costs, even if said proceeding is settled prior to judgment.

**ARTICLE 17  
RESERVES**

- 17.1. **Requirement for Reserves.** The Association shall maintain a reasonable reserve fund for the maintenance, repair, and replacement of the Open Space as determined by the Board of Directors annually. Reserve funds may be collected as part of the monthly Assessments.
- 17.2. **Surplus Monies Applied to Reserves.** The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
- 17.3. **Segregation of Reserves.** The Association shall segregate money held for reserves from regular operating and other accounts.
- 17.4. **Reserve Analysis.** In accordance with Utah Code Ann. § 57-8a-211, the Association shall cause a Reserve Analysis to be conducted not less than once every six years, which shall be regularly updated a minimum of once every three years.
- 17.5. **Inclusion in Budget.** In formulating the Association's budget each year, the Association shall include a reserve fund line item in an amount that the Board of Directors determines, based on the reserve analysis, to be prudent.
- 17.6. **Owner Veto Powers.** Within 45 days after the day on which the Association adopts the Association's annual budget, the Owners may veto the reserve fund line item by a 51% vote of the Allocated Interests in the Association at a special meeting called by the Owners for the purpose of voting whether to veto a reserve fund line item. If the Owners veto a reserve fund line item, and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, then the Association shall fund the reserve account in accordance with that prior reserve fund line item.

**ARTICLE 18**  
**GENERAL PROVISIONS**

- 18.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions, including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.
- 18.2 **Nonliability of Officials.** To the fullest extent permitted by applicable law, neither the Board of Directors nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error, or negligence.
- 18.3 **Use of Funds Collected by the Association.** All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Open Space and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for, and preserving the Open Space and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).
- 18.4 **Owner Liability and Indemnification.** Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Open Space that may be sustained by reason of the negligent or intentional act of that Owner or any intentional or negligent act of any Occupant of that Owner's Lot and Dwelling Unit, to the extent such losses and damages are either under the deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Lot, agrees personally to indemnify each and every other Owner and Occupant in such other Owner's Lot and Dwelling Unit, and to hold such other persons harmless from, and to defend such persons against, any claim of any person for personal injury or property damage occurring within the Lot of that particular Owner, except to the extent that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner; or (b) the injury or damage occurred by reason of the intentional act of the Association.
- 18.5 **Consent, Power of Attorney, Waiver.** By acceptance of a deed, lease, or other conveyance of an interest in a Lot, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat, and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an

appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

- 18.6 **Security.** The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Open Space that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or person entering the Project acknowledges that the Association has no duty to any Owner or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Lot in this Association and/or residing in this Association, Owners and Occupants agree that the Association and the Board of Directors are not insurers of the safety or well-being of Owners or Occupants or of their personal property as it relates to criminal conduct, and that each Owner or Occupant specifically waives any such claim and assumes all risks for loss or damage to persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.
- 18.7 **Reasonable Accommodations.** Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) and/or the Utah Fair Housing Act, as amended, to accommodate a person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Dwelling Unit, Lot, the Open space, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.



## Exhibit A

### Subdivision Boundary Description.

PART OF THE EAST 1/2 OF SEC. 23, T12N, R2W, SLB&M BEGINNING AT A POINT 300°10'27"E 1598.31 FEET AND S81°33'33"W 1457.87 FEET FROM THE NE COR. OF SAID SECTION 23 (BASES OF BEARING BEING THE LINE RUNNING 300°10'27"E BETWEEN THE NE COR. AND THE SE COR. OF SEC. 23); AND RUNNING THENCE

S05°34'48"E	2083.88 FEET
S5°10'48"W	84.54 FEET
SOUTHEASTERLY	88.90 FEET
N82°08'28"E	30.54 FEET
S38°20'54"E	822.15 FEET
S21°44'08"W	812.61 FEET
S8°33'17"W	88.85 FEET
S11°27'23"W	88.78 FEET
S88°44'33"W	485.53 FEET
N07°04'06"E	1324.87 FEET
N16°01'34"W	1088.50 FEET
N05°12'06"E	347.44 FEET
EAST	382.27 FEET
NORTH	351.88 FEET
WEST	330.23 FEET
N08°12'06"E	381.25 FEET
N81°33'33"E	410.24 FEET

THENCE TO A ROW BEING A NON TANGENT CURVE RIGHT; THENCE ALONG SAID ROW CURVE RIGHT (R=433.00', DELTA=7°58'38", T=30.00', LC=59.86', CHB=S31°21'23"E); THENCE THENCE ALONG THE BOX ELDER COUNTY LINE; THENCE ALONG THE BOX ELDER COUNTY LINE; THENCE THENCE TO A POINT ON THE SOUTH LINE OF SEC. 23; ALONG SAID SECTION LINE; THENCE ALONG THE EAST BOUNDARY OF LEOLA J. ERICKSON PARCEL 08-038-0005 THE FOLLOWING THREE COURSES: THENCE THENCE TO THE SW COR. OF E.H.M. CORPORATION PARCEL 08-038-0019; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE COURSES: THENCE THENCE THENCE ALONG THE EAST BOUNDARY OF LEOLA J. ERICKSON PARCEL 08-038-0005; THENCE TO THE POINT OF BEGINNING.

CONTAINS 1,710,322 SQ. FT. 39.284 ACRES

### North Access Road

A 66' wide parcel within Cache County in the northeast quarter of Section 23, T12N, R2W, Salt Lake Base & Meridian beginning a point on the west right of way line of 8000 West (Cache County) also known as 400 west (Box Elder County) S. 00° 10'27" E. 2036.02 feet and N. 89° 23'09" W. 49.50 feet from the northeast corner of said Section 23; thence the following courses to describe the centerline of said 66' strip:

N 89°23'09" W	811.54 feet	; thence
N 88°31'339" W	396.56 feet	to a tangent curve to the left; thence
Westerly	88.19 feet	along said curve to the left (Delta = 5° 03'09", R = 1000.00' T 44.12', LC = 88.16', CHB = N.88° 56'46"W.) to a tangent line; thence
S 86° 25'12"W	85.14 feet	to the Box Elder County Line which is the point of termination.

Area: 90,687 sq.ft./2.082 acre

### South Loop Road

A 66' wide parcel within Cache County in the southeast quarter of Section 23, T12N, R2W, Salt Lake Base & Meridian beginning at a point on the centerline of 800 West (Cache County) also known as 400 West (Box Elder County) N. 00° 10'27" W. 1150.98 feet from the southeast corner of Section 23 the

boundaries of said 66' wide strip to be extended or shortened from west right of way line of 8000 West (Cache County) also 400 West (Box Elder County) to the Box Elder County Line: thence the following courses:

<p>S. 32°12'43" W. Southerly</p>	<p>774.30 feet 48.89 feet</p>	<p>to a tangent curve to the left; thence along said curve to the left (Delta = 9°20'14", R = 300.00', T = 24.50', LC = 48.84', CHB = S.27°32'36"W.) to a tangent line; thence</p>
<p>S. 22°52'29" W. Westerly</p>	<p>230.13 feet 219.58 feet</p>	<p>to a tangent curve to the right; thence along said curve to the right (Delta = 125°48'31", R = 100.00', T = 195.45', LC = 178.05', CHB = S.85°46'45"W.) to a tangent line; thence</p>
<p>N. 31°19'00" W. Northwesterly</p>	<p>304.88 feet 112.07 feet</p>	<p>to a tangent curve to the left; thence along said curve to the left (Delta = 32°06'28", R = 200.00', T = 57.55', LC = 110.62', CHB = N.47°22'14" W.) to a tangent line; thence</p>
<p>N. 63°25'28" W.</p>	<p>109.11 feet</p>	<p>to the Box Elder County Line.</p>

Area: 112,462 sq.ft./2.582 acre

LOTS 1 THROUGH 27 HIGH COUNTRY ESTATES SUBDIVISION TO BE RECORDED IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER, BOX ELDER COUNTY, UTAH.



## Exhibit A Legal Description(s)

Box Elder County

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Parcel No: 06-038-0046 Account No: R0086748

Legal: ALL OPEN SPACE IN HIGH COUNTRY ESTATES SUB

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Unofficial Copy





**Exhibit B**

**BYLAWS  
OF  
HIGH COUNTRY ESTATES  
SUBDIVISION HOME  
OWNERS ASSOCIATION**

Unofficial Copy

**BYLAWS OF  
HIGH COUNTRY ESTATES SUBDIVISION HOME OWNERS  
ASSOCIATION**

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**BYLAWS**  
**OF**  
**HIGH COUNTRY ESTATES SUBDIVISION HOME OWNER**  
**ASSOCIATION**

These bylaws are hereby adapted and established as the Bylaws of the High Country Estates Subdivision Home Owners Association, a Utah non-profit corporation (“the Association”), and shall apply to the Association and bind all present or future Owners, tenants, and other persons who might use the facilities or enter the Project.

**ARTICLE I**  
**DEFINITIONS**

- 1.1 **Definitions.** Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for High Country Estates Subdivision (“the Declaration”) shall have such defined meanings when used in these Bylaws.

**ARTICLE II**  
**OWNERS**

- 2.1 **Annual Meetings.** The annual meeting of Owners shall be held each year in the month of March at a date and time set by the Board of Directors, in person or via remote electronic means, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient.
- 2.2 **Special Meetings.** Special meetings of the Owners may be called by the Board of Directors, the Chair, or upon the written request of Owners holding not less than twenty-five percent (25%) of the Allocated Interest of the Association. Any written request for a special meeting shall include the original signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting on each page containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Board of Directors or the Chair, who shall then call, provide notice of, and conduct a special meeting within 30 days of receipt of the request.
- 2.3 **Place of Meetings.** The Board of Directors may designate any place in Box Elder County as the place of meeting for any annual or special meeting.

- 2.4 **Notice of Meetings.** The Board of Directors shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes, for all meetings of the Owners (whether annual or special) to be delivered, not more than sixty (60) nor less than fourteen (14) days prior to the meeting, to each Owner of record entitled to vote at such meeting. Notices may be personally delivered, mailed, or emailed. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's registered address, with first-class postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent. Each Owner shall register with the Association such Owner's current mailing and email addresses for purposes of notice hereunder. Such registered addresses may be changed from time to time by notice in writing to the Association. If no addresses are registered with the Association, an Owner's Lot address shall be deemed to be the Owner's registered mailing address for purposes of notice in this section.
- 2.5 **Owners of Record.** For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.
- 2.6 **Quorum.** At any meeting of the Owners, the presence of Owners holding, or holders of proxies entitled to cast more than twenty percent (20%) of the Allocated Interest of the Association shall constitute a quorum for the transaction of business.
- 2.7 **Proxies.** At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting.

- 2.8 **Votes.** With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. When more than one (1) Person owns an interest in a Lot, any Person who is the owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co- Owners of one (1) Lot, no vote shall be counted for that Lot but it shall be counted for the purposes of establishing a quorum. In no event shall fractional votes be exercised in respect to any Lot.
- 2.9 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Owners present, or in the decision and votes of the Board of Directors shall be deemed waived if no written objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors.
- 2.10 **Minutes of Meetings.** The Board of Directors shall keep minutes of the annual meeting, open board meetings, and special meetings of Owners and shall distribute them to Owners via email. Specific details that are discussed in these meetings that could be considered confidential will be excluded from the minutes.

### ARTICLE III BOARD OF DIRECTORS

- 3.1 **General Powers.** The property, affairs, and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act or the Declaration, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Owners.
- 3.2 **Number, Tenure, Qualifications, and Election.** The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of three (3) persons, who must be Members of the Association and must have their principal residence within the Association. The term of each Director shall be two years. The terms of the Directors shall overlap so that two Director positions shall be up for election in any given year. At the annual meeting or any subsequent meeting at which the election is held, any Owner may submit his / her own name or the name of any other willing and otherwise qualified person to be added to the ballot for election of Directors and such person shall be added to the names of candidates. If the name of a person is

submitted who is not in attendance at the meeting, it must be submitted with a written statement from that person indicating that the person is willing to serve.

- 3.3 **Regular Meetings.** The Board of Directors shall hold regular meetings at least quarterly, and more often at the discretion of the Board of Directors. The Board of Directors may designate any place in Box Elder County as the place of meeting for any regular meeting called by the Board of Directors.
- 3.4 **Open Meetings.** Subject to Section 3.5 below, meetings of the Board of Directors shall be open to each Owner or the Owner's representative if the representative is designated in writing. At least 48 hours before a meeting of the Board of Directors, the Association shall give written notice of the meeting via email to each Owner who requests notice of a meeting, unless (a) notice of the meeting is included in a meeting schedule that was previously provided to the Owner; or (b) the meeting is to address an emergency and each Director receives notice of the meeting less than 48 hours before the meeting. Notices to Owners shall include the date, time, and location of the meeting and any information necessary to allow an Owner to participate in the meeting via means of electronic communication, if available. At each meeting of the Board of Directors, the Board shall provide each Owner a reasonable opportunity to offer comments.
- 3.5 **Closed Sessions of the Board of Directors.** A board may close a board meeting to (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) 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 (f) discuss a delinquent assessment or fine.
- 3.6 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of any two Directors or the Chair of the Association. The person or persons authorized to call special meetings of the Board of Directors may fix any place in Box Elder County as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least five days prior thereto by written notice delivered personally, mailed, or emailed to each Director at such Director's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent. Any Director may waive notice of a meeting.
- 3.7 **Quorum and Manner of Acting.** A majority of the then-authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at

which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board of Directors. The Directors shall act only as a Board, and individual members shall have no powers as such.

- 3.8 **Compensation.** No Director shall receive compensation for any services that he / she may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in the performance of his / her duties as a Director to the extent such expenses are approved by the Board of Directors.
- 3.9 **Resignation and Removal.** A Director may resign at any time by delivering a written resignation to either the Chair or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. **Any Director who fails to attend four regular meetings of the Board of Directors in a row may be removed by the Board of Directors within 60 days of the last missed meeting.** Any Director may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Association at a special meeting of the Owners duly called for such purpose.
- 3.10 **Vacancies.** If vacancies shall occur in the Board of Directors by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Director, the Directors then in office shall continue to act, and such **vacancies shall be filled by a vote of the Directors then in office, even though less than a quorum may be available.** Where a vacancy in the Board of Directors occurs by reason of Owner removal of a Director, such vacancy may be filled by election by the Owners at the meeting at which the Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.
- 3.11 **Informal Action by Directors.** Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.
- 3.12 **Expenditures.** Individual Directors may only expend funds of, or on behalf of, the Association if given authorization by the Board of Directors to do so. Authorization may be given retrospectively. The Association will not be responsible for expenditures made without authorization.

#### ARTICLE IV OFFICERS

- 4.1 **Officers.** The officers of the Association shall be a Chair, Secretary, and Treasurer.
- 4.2 **Election, Tenure, and Qualifications.** The officers of the Association shall be chosen by the Board of Directors annually at the first meeting of the Board of Directors

following the annual meeting. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the Chair may not hold any other offices. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The Chair, Secretary, and Treasurer must be and remain Directors of the Association during the entire term of their respective offices.

- 4.3 **Subordinate Officers.** The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Directors of the Association.
- 4.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Director or to any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Directors at any time, with or without cause.
- 4.5 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.
- 4.6 **The Chair.** The Chair shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the Chair shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, and (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order." The Chair shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.
- 4.7 **The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution the Board of Directors may require such person to keep. The Secretary shall also perform such other duties as required by the Board of Directors.
- 4.8 **The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the Chair, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Directors. The Treasurer shall also perform

such other duties as required by the Board of Directors.

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

## ARTICLE V COMMITTEES

- 5.1 **Designation of Committees.** The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one Director. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any committee at any time.
- 5.2 **Proceedings of Committees.** Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.
- 5.3 **Quorum and Manner of Acting.** At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board of Directors.
- 5.4 **Resignation and Removal.** Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the Chair, the Board of Directors, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any member of any committee designated by it thereunder.
- 5.5 **Vacancies.** If any vacancy shall occur in any committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining

members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

## ARTICLE VI INDEMNIFICATION

- 6.1 **Indemnification.** No Director or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him / her as such Director or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Directors, officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.
- 6.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any Bylaw, statute, agreement, vote of disinterested Directors, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Directors and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah, the Utah Revised Nonprofit Corporation Act, and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Director, officer, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such person.

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

**ARTICLE VII  
AMENDMENTS**

- 7.1 **Amendments.** Except as permitted specifically herein or required by the Act, these Bylaws may be amended only by written consent of Owners of Lots holding at least fifty-one (51%) of the Allocated Interest in the Association. No meeting or vote of the Owners shall be required.
- 7.2 **Execution of Amendments.** Upon obtaining the required written consent, an amendment shall be signed by the Chair and Secretary of the Association, who shall certify that the amendment has been properly consented to as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the Declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Box Elder County, Utah.

**CERTIFICATION**

IN WITNESS HEREOF, the undersigned agent of the Board of Directors for the Association hereby certifies that the foregoing Bylaws have been approved and adopted by the Association.

High Country Estates Subdivision Home Owners Association, Inc.

[Handwritten Signature]  
(Signature)

Print Name DUSTIN MAUGHAN

Its CHAIR

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

On the 17<sup>th</sup> day of April, 2025, personally appeared before me Kathy Heninger, who by me being duly sworn, did say that he/she is the chair of the High Country Estates Subdivision Home Owners Association.



NOTARY PUBLIC

Kathy Heninger

UNOFFICIAL COPY

**Exhibit C**  
List of Lots, Votes, and Allocated Interest

<b>Lot</b>	<b>Votes</b>	<b>Allocated Interest</b>
1	1	3.7037%
2	1	3.7037%
3	1	3.7037%
4	1	3.7037%
5	1	3.7037%
6	1	3.7037%
7	1	3.7037%
8	1	3.7037%
9	1	3.7037%
10	1	3.7037%
11	1	3.7037%
12	1	3.7037%
13	1	3.7037%
14	1	3.7037%
15	1	3.7037%
16	1	3.7037%
17	1	3.7037%
18	1	3.7037%
19	1	3.7037%
20	1	3.7037%
21	1	3.7037%
22	1	3.7037%
23	1	3.7037%
24	1	3.7037%
25	1	3.7037%
26	1	3.7037%
27	1	3.7037%
<b>TOTAL</b>	<b>27</b>	<b>100%</b>

**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
 COUNTY OF BOX ELDER )  
 NOTARY PUBLIC  
 INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 1 \_\_\_\_\_  
 Name of Owner (Print)

Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

STATE OF UTAH )  
 )SS:  
 COUNTY OF BOX ELDER )  
 NOTARY PUBLIC  
 INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 2 Ryan Bexson  
 Name of Owner (Print)

Date 4/17/25 Signature of Owner [Signature]

Signature of Notary Kathy Heninger

NOTARY PUBLIC  
 KATHY HENINGER  
 My Commission # 729738  
 My Commission Expires  
 March 1, 2027  
 STATE OF UTAH

STATE OF UTAH )  
 )SS:  
 COUNTY OF BOX ELDER )  
 NOTARY PUBLIC  
 INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 3 \_\_\_\_\_  
 Name of Owner (Print)

Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

On the 17 day of April, 2025, personally appeared before me  
 \_\_\_\_\_ Kathy Heninger, who by me being duly sworn,  
 did say that he/she is owner of the High Country Estates Subdivision Home Owners  
 Association.

NOTARY PUBLIC

NOTARY PUBLIC  
 KATHY HENINGER  
 My Commission # 729738  
 My Commission Expires  
 March 1, 2027  
 STATE OF UTAH

**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

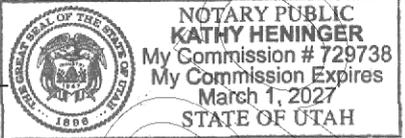
INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 4 Sandy Allred  
Name of Owner (Print)

Date 4-17-25 Signature of Owner [Signature]

Signature of Notary [Signature]



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 5 Sandy Allred  
Name of Owner (Print)

Date 4-17-25 Signature of Owner [Signature]

Signature of Notary [Signature]



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 6 \_\_\_\_\_  
Name of Owner (Print)

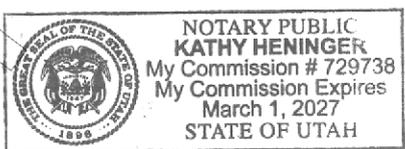
Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

On the 17<sup>th</sup> day of April, 2025, personally appeared before me

[Signature], who by me being duly sworn, did say that he/she is owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )  
NOTARY PUBLIC

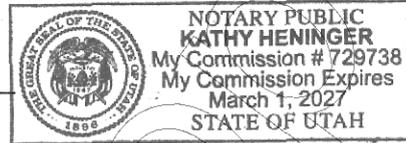
INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 7 Shaela Glade  
Name of Owner (Print)

Date 4/17/2025 Signature of Owner Shaela Glade

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )  
NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 8 Jason Lindley  
Name of Owner (Print)

Date 04-17-2025 Signature of Owner J Lindley

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )  
NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 9 Ciara Maughan  
Name of Owner (Print)

Date 4/17/25 Signature of Owner C Maughan

Signature of Notary \_\_\_\_\_



On the 17<sup>th</sup> day of April, 2025, personally appeared before me

Kathy Heninger, who by me being duly sworn, did say that he/she is owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

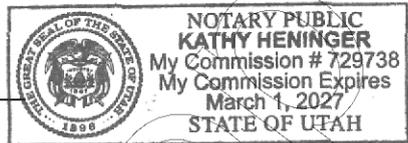
INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 10 Suzey P. Goble  
Name of Owner (Print)

Date Apr 17, 20 Signature of Owner Suzey P. Goble

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 11 \_\_\_\_\_  
Name of Owner (Print)

Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 12 Carla Randall  
Name of Owner (Print)

Date 4-17-25 Signature of Owner Carla Randall

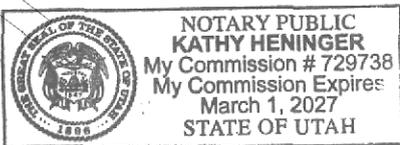
Signature of Notary \_\_\_\_\_



On the 17<sup>th</sup> day of April, 2025, personally appeared before me

Kathy Heninger, who by me being duly sworn,  
did say that he/she is owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
)SS:  
COUNTY OF BOX ELDER )  
NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 13 Bret W Maughan  
Name of Owner (Print)

Date 4/17/25 Signature of Owner Bret W Maughan

Signature of Notary Kathy Heninger



STATE OF UTAH )  
)SS:  
COUNTY OF BOX ELDER )  
NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 14 \_\_\_\_\_  
Name of Owner (Print)

Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

STATE OF UTAH )  
)SS:  
COUNTY OF BOX ELDER )  
NOTARY PUBLIC

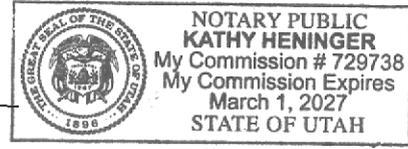
INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 15 Natalie Erickson  
Name of Owner (Print)

Date 4-17-25 Signature of Owner Natalie

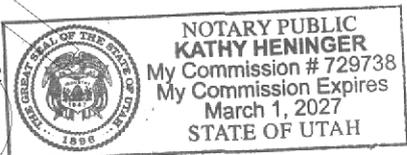
Signature of Notary Kathy Heninger



On the 17th day of April, 2025, personally appeared before me

Kathy Heninger, who by me being duly sworn, did say that he/she is owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

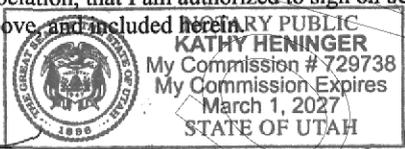
INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 16 Lauren Tree  
Name of Owner (Print)

Date 4-17-25 Signature of Owner Lauren Tree

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 18 Weston Henric  
Name of Owner (Print)

Date 4/17/25 Signature of Owner Weston Henric

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

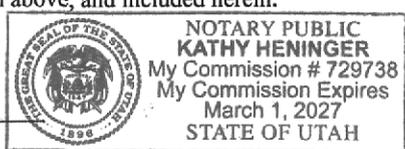
INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 17 Dominic Perez-Kunder  
Name of Owner (Print)

Date 4-17-25 Signature of Owner Dominic Kunder

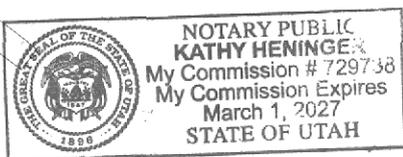
Signature of Notary \_\_\_\_\_



On the 17<sup>th</sup> day of April, 2025, personally appeared before me

Kathy Heninger, who by me being duly sworn, did say that he/she is owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

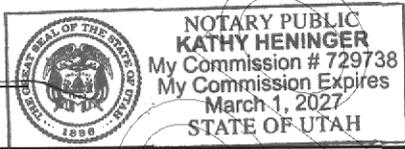
INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 19 Wade R Steffenhagen  
Name of Owner (Print)

Date 4/17/25 Signature of Owner [Signature]

Signature of Notary [Signature]



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

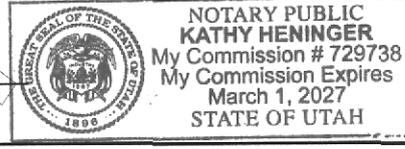
INDIVIDUAL HOMEOWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.

Lot No. 20 CHRIS FRICKE  
Name of Owner (Print)

Date 4-17-25 Signature of Owner [Signature]

Signature of Notary \_\_\_\_\_



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

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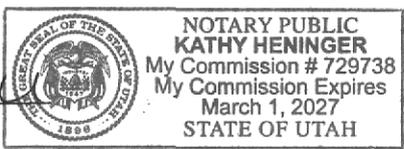
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Lot No. 21 Ashley Bodine  
Name of Owner (Print)

Date 4.17.25 Signature of Owner [Signature]

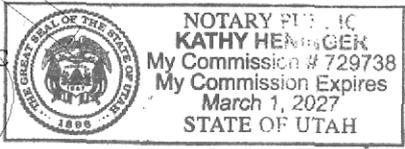
Signature of Notary [Signature]



On the 17 day of April, 2025, personally appeared before me

[Signature], who by me being duly sworn, did say that he/she is [Signature] of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

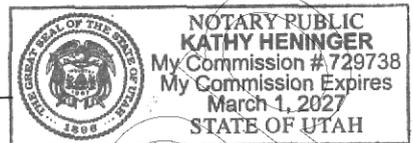
INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 22 Katrina Nye  
Name of Owner (Print)

Date 04-17-25 Signature of Owner Katrina Nye

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

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Lot No. 23 Michelle Westergard  
Name of Owner (Print)

Date 4-17-25 Signature of Owner Michelle Westergard

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

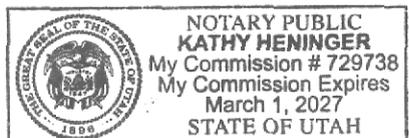
INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 24 Elizabeth Jarow  
Name of Owner (Print)

Date 04/17/2025 Signature of Owner Elizabeth Jarow

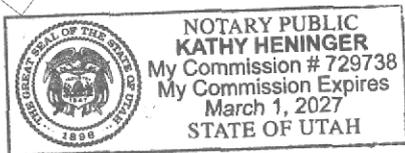
Signature of Notary Kathy Heninger



On the 17 day of April, 2025, personally appeared before me

Kathy Heninger, who by me being duly sworn, did say that he/she is Owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

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Lot No. 25 \_\_\_\_\_  
Name of Owner (Print) GRANT MARTIN

Date 4-17-25 Signature of Owner \_\_\_\_\_

Signature of Notary Kathy Heninger



STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 26 \_\_\_\_\_  
Name of Owner (Print) \_\_\_\_\_

Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

STATE OF UTAH )  
 )SS:  
COUNTY OF BOX ELDER )

NOTARY PUBLIC

INDIVIDUAL HOMEOWNER SIGNATURE

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Lot No. 27 \_\_\_\_\_  
Name of Owner (Print) \_\_\_\_\_

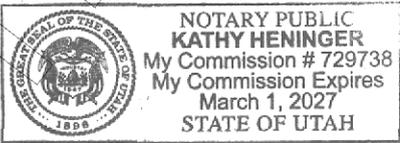
Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_

Signature of Notary \_\_\_\_\_

On the 17 day of April, 2025, personally appeared before me

Kathy Heninger, who by me being duly sworn, did say that he/she is owner of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



**INDIVIDUAL HOME OWNER SIGNATURES**

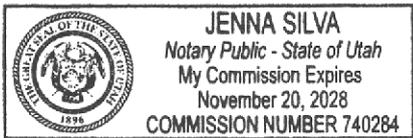
STATE OF UTAH )  
 )SS:  
 COUNTY OF BOX ELDER )  
 NOTARY PUBLIC  
 INDIVIDUAL HOMEOWNER SIGNATURE  
 By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.  
 Lot No. 25 \_\_\_\_\_  
 Name of Owner (Print) \_\_\_\_\_  
 Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_  
 Signature of Notary \_\_\_\_\_

STATE OF UTAH )  
 )SS:  
 COUNTY OF BOX ELDER )  
 NOTARY PUBLIC  
 INDIVIDUAL HOMEOWNER SIGNATURE  
 By signing this document, I hereby certify that my name is as follows, that I am the Owner (or authorized agent of an entity Owner) of the Lot identified below and a member of the High Country Estates Subdivision Home Owners Association, that I am authorized to sign on behalf of my co-owners, if any, and that I approve of the proposed amended documents as set forth above, and included herein.  
 Lot No. 26 \_\_\_\_\_  
 Name of Owner (Print) \_\_\_\_\_  
 Date \_\_\_\_\_ Signature of Owner \_\_\_\_\_  
 Signature of Notary \_\_\_\_\_

STATE OF UTAH )  
 )SS:  
 COUNTY OF BOX ELDER )  
 NOTARY PUBLIC  
 INDIVIDUAL HOMEOWNER SIGNATURE  
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 Lot No. 27 Molly Harmon  
 Name of Owner (Print) \_\_\_\_\_  
 Date 4/17/25 Signature of Owner [Signature]  
 Signature of Notary Jenna Silva

On the 17 day of April, 2025, personally appeared before me \_\_\_\_\_, who by me being duly sworn, did say that he/she is owner lot 27 of the High Country Estates Subdivision Home Owners Association.

NOTARY PUBLIC



JENNA SILVA  
 Notary Public - State of Utah  
 My Commission Expires  
 November 20, 2028  
 COMMISSION NUMBER 740284

# UNUSED PAGE

This page has been inserted as a place holder.

It has been inserted for microfilming purposes only  
and is not part of the original document.