

Office of the Davis County Recorder



Davis
COUNTY

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KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
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PARKE ESTATES HOA

Recorder
Kelly A. Silvester

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Tax Serial Number(s)

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.
Layton City, Davis County, Utah**

PHASE 1: Lots 101–110, 113–121, and 123–156 (53 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 1, recorded February 6, 2019, as Entry No. 3142007, and as amended by the First Amended Plat recorded August 19, 2019, as Entry No. 3179801, and the Second Amended Plat recorded October 21, 2020, as Entry No. 3306380, all in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
101	11-844-0101	121	11-844-0121	141	11-844-0141
102	11-844-0102	122	--	142	11-844-0142
103	11-844-0103	123	11-844-0123	143	11-844-0143
104	11-844-0104	124	11-844-0124	144	11-844-0144
105	11-844-0105	125	11-844-0125	145	11-844-0145
106	11-844-0106	126	11-844-0126	146	11-844-0146
107	11-844-0107	127	11-844-0127	147	11-844-0147
108	11-844-0108	128	11-844-0128	148	11-844-0148
109	11-844-0109	129	11-844-0129	149	11-844-0149
110	11-844-0110	130	11-844-0130	150	11-844-0150
111	--	131	11-844-0131	151	11-844-0151
112	--	132	11-844-0132	152	11-844-0152
113	11-844-0113	133	11-844-0133	153	11-844-0153
114	11-844-0114	134	11-844-0134	154	11-848-0154
115	11-844-0115	135	11-844-0135	155	11-871-0155
116	11-844-0116	136	11-844-0136	156	11-871-0156
117	11-844-0117	137	11-844-0137		
118	11-844-0118	138	11-844-0138		
119	11-844-0119	139	11-844-0139		
120	11-844-0120	140	11-844-0140		

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FOR
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.
Layton City, Davis County, Utah**

PHASE 2: Lots 201–254 (54 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 2, recorded August 23, 2022, as Entry No. 3494066 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
201	11-911-0201	221	11-911-0221	241	11-911-0241
202	11-911-0202	222	11-911-0222	242	11-911-0242
203	11-911-0203	223	11-911-0223	243	11-911-0243
204	11-911-0204	224	11-911-0224	244	11-911-0244
205	11-911-0205	225	11-911-0225	245	11-911-0245
206	11-911-0206	226	11-911-0226	246	11-911-0246
207	11-911-0207	227	11-911-0227	247	11-911-0247
208	11-911-0208	228	11-911-0228	248	11-911-0248
209	11-911-0209	229	11-911-0229	249	11-911-0249
210	11-911-0210	230	11-911-0230	250	11-911-0250
211	11-911-0211	231	11-911-0231	251	11-911-0251
212	11-911-0212	232	11-911-0232	252	11-911-0252
213	11-911-0213	233	11-911-0233	253	11-911-0253
214	11-911-0214	234	11-911-0234	254	11-911-0254
215	11-911-0215	235	11-911-0235		
216	11-911-0216	236	11-911-0236		
217	11-911-0217	237	11-911-0237		
218	11-911-0218	238	11-911-0238		
219	11-911-0219	239	11-911-0239		
220	11-911-0220	240	11-911-0240		

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.
Layton City, Davis County, Utah**

PHASE 3: Lots 301–310 (10 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 3, recorded July 14, 2021, as Entry No. 3399850 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>
301	11-890-0301
302	11-890-0302
303	11-890-0303
304	11-890-0304
305	11-890-0305
306	11-890-0306
307	11-890-0307
308	11-890-0308
309	11-890-0309
310	11-890-0310

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

FOR

**LAYTON PARKE ESTATES
HOMEOWNERS
ASSOCIATION, INC.**

Layton City, Davis County, Utah

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is made by Castle Creek Homes, LLC (the "Declarant"), with reference to the following recitals:

1. RECITALS

- A. WHEREAS, the Declarant recorded the original Declaration of Protective Covenants – Layton Parke Estates (the "Original Declaration") on February 14, 2019, as Entry No. 3143362 in the Recorder's Office of Davis County, Utah, establishing Phase 1 of the Project; and
- B. WHEREAS, the Declarant recorded the First Amendment to the Original Declaration on August 14, 2019, as Entry No. 3179802 in the Recorder's Office of Davis County, Utah, adding Lot 154 to Phase 1 of the Project; and
- C. WHEREAS, the Declarant recorded the Second Amendment to the Original Declaration on August 21, 2020, as Entry No. 3284917 in the Recorder's Office of Davis County, Utah, annexing additional property into the Project; and
- D. WHEREAS, the Declarant recorded the Third Amendment to the Original Declaration on July 14, 2021, as Entry No. 3399851 in the Recorder's Office of Davis County, Utah, amending the Original Declaration as amended and adding Phase 3 to the Project; and
- E. WHEREAS, the Declarant recorded the Supplemental Amendment to the Original Declaration on August 23, 2022, as Entry No. 3494067 in the Recorder's Office of Davis County, Utah, amending the Original Declaration as amended and adding Phase 2 to the Project; and
- F. WHEREAS, pursuant to Section 8.1(b) of the Original Declaration, as amended, and consistent with Utah Code § 57-8a-502 (2016),¹ the Declarant's period of administrative control (the "Control Period") continues until the first to occur of: (i) one (1) year after the conveyance of the last Lot owned by the Declarant to a non-Declarant Owner; or (ii) the date on which the Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association; and
- G. WHEREAS, as of the recording date of this instrument, the Declarant owns at least one Lot in the Project (Parcel No. 11-844-0101) and continues to hold development rights reserved under Article 9 of the Original Declaration, as amended; and
- H. WHEREAS, the Declarant has not recorded any such instrument of surrender as described in Section 8.1(b)(ii) of the Original Declaration, as amended; and
- I. WHEREAS, pursuant to § 9.9 of the Original Declaration, during its Control Period the Declarant is authorized to amend, restate, replace, execute, certify, and record the Original Declaration, as amended, at its sole discretion; and
- J. WHEREAS, the Project is currently comprised of Phases 1-3 and consists of the real property legally described in **Exhibit A** attached hereto and incorporated herein by this reference;

¹ See Utah Code 57-8a-107(1) (providing that associations may adopt provisions of Chapter 8a enacted after their creation only by amendment to the declaration).

K. **NOW THEREFORE**, the Declarant, pursuant to the authority granted to it under the Original Declaration, as amended, and consistent with Utah Code Title 57, Chapter 8a, does hereby amend and restate in its entirety the Original Declaration, as amended, and adopt this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Layton Parke Estates (the "Declaration"). This Declaration supersedes and replaces in full the Original Declaration and all prior amendments and supplements thereto, and upon recordation shall run with and bind the land described in **Exhibit A**, be binding upon and enforceable against all Owners of any Lot within the Project, and inure to the benefit of the Declarant, the Association, and all Owners and their respective successors and assigns.

2. DEFINITIONS

Capitalized terms used in this Declaration shall have the following meanings. Additional or further definition of a term in this Declaration, including in the Recitals, shall be considered cumulative. Other terms may be defined in other articles of this Declaration.

A. **Act.** "Act" means the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*, as amended from time to time.

B. **Act, Nonprofit.** "Nonprofit Act" means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended from time to time.

C. **Articles of Incorporation.** "Articles of Incorporation" mean the Association's articles of incorporation as amended or restated from time to time and as duly filed with the state of Utah. The Articles of Incorporation are attached to this Declaration as **Exhibit C**.

D. **Assessment.** "Assessment" as used generally herein means a monetary charge, fine, fee, or other amount of any kind imposed or levied against an Owner, Resident, Lot, or Unit by the Association, as provided in the Governing Documents, regardless of whether such amount is identified as a Capital Assessment, Individual Assessment, Regular Assessment, Reserve Assessment, Special Assessment, fine, fee, or other charge.

E. **Assessment, Capital.** "Capital Assessment" means an amount levied from time to time at the discretion of the Board against each Unit for the purpose of accumulating funds for capital improvements.

F. **Assessment, Individual.** "Individual Assessment" means an amount levied or imposed against a particular Unit, Owner, and/or Resident.

G. **Assessment, Regular.** "Regular Assessment" means, for a given fiscal year, an amount based on the Budget that is levied against the Units sufficient to cover at least the Common Expenses, the Reserve Fund component of the Budget, and the required amount of the Insurance Fund.

H. **Assessment, Reserve.** "Reserve Assessment" means, for a given fiscal year, a component of the Regular Assessment allocated for the Reserve Fund, or other amount levied from time to time for the purpose of increasing or replenishing the Reserve Fund.

I. **Assessment, Special.** "Special Assessment" means an amount levied from time to time for the purpose of defraying, in whole or in part, any expenses not reasonably capable of being fully paid from the Regular Assessment or, as applicable, the Insurance Fund or Reserve Fund, including

expenses related to emergencies, but not for Capital Improvements.

J. **Association.** "Association" means **Layton Parke Estates Homeowners Association, Inc.**, a Utah nonprofit corporation created under this Declaration, together with any successor Utah nonprofit corporation, or any successor entity or unincorporated association, however denominated, that assumes or succeeds to the Association's rights and obligations under its Governing Documents and applicable law. The Association shall continue to exist and function for all purposes of this Declaration and the other Governing Documents regardless of its corporate status, including during any period of dissolution, winding up, reinstatement, or reincorporation.

K. **Attorney-in-Fact.** "Attorney-in-Fact" and "attorney-in-fact" each mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or other similar authorizing instrument. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner's estate, with respect to the deceased Owner's Unit as if the Owner for purposes of all notices, meetings, proxies, and votes described in the Governing Documents but not for purposes of eligibility requirements.

L. **Board.** "Board" and "Board of Directors" means the entity, regardless of name, with primary authority to govern the Association.

M. **Budget.** "Budget" means, for a given fiscal year, an estimate of the total income and the total Common Expenses of the Association.

N. **Bylaws.** "Bylaws" mean the bylaws of the Association as duly amended or restated from time to time and as duly recorded in the recorder's office of the County. The Bylaws are attached to this Declaration as **Exhibit B**.

O. **City.** "City" means the city or cities in which the Project is physically situated.

P. **Committee, Architectural.** "Architectural Committee" means a committee created by the Board for purposes of overseeing exterior architectural characteristics of the Association.

Q. **Common Area.** "Common Area" means only those easements or tracts expressly designated on the Plat or in this Declaration for Association ownership, control, or maintenance, including without limitation the Landscape Buffer Easement(s) and Entry Monument(s) together with any landscaping, irrigation, signage, lighting, and other related improvements located thereon. Common Area does not include public streets, sidewalks, utilities, or other property dedicated to or controlled by the City or another governmental or utility entity.

R. **Control Period.** "Control Period" means the period during which the Declarant (or any successor in interest) retains authority to: (1) appoint or remove members of the Association's Board of Directors; or (2) exercise any power or authority assigned to the Association under this Declaration or the other Governing Documents. The Control Period is intended to have the same meaning and legal effect as the "period of administrative control" defined in Utah Code § 57-8a-102(21), and any reference in the Act to the "period of administrative control" shall be deemed to refer to and include the Control Period as defined in this Declaration.

S. **Corporation.** "Corporation" means the Association organized as a Utah nonprofit corporation under the Nonprofit Act.

T. **County.** "County" means **Davis County** in the State of **Utah**.

U. **Declarant.** "Declarant" means **Castle Creek Homes, LLC, and Castle Creek Homes II, LLC**, a Utah limited liability company doing business under the name Castle Creek Homes, LLC, together with any lawful successor or assign of either, including any entity to whom all or a portion of the rights of Declarant under this Declaration are transferred by written instrument or by operation of law.

V. **Declaration.** "Declaration" means this document, including all covenants, conditions, and restrictions as contained herein, as duly amended or restated from time to time and as duly recorded in the recorder's office of the County.

W. **Dwelling.** "Dwelling" means the same as Unit.

X. **Expenses, Common.** "Common Expenses" means the actual and estimated recurring costs, expenses, and liabilities incurred by or on behalf of the Association, including without limitation costs, expenses, and liabilities for: (a) managing, maintaining, preserving, operating, protecting, and improving the Common Area; (b) meeting the maintenance and other financial obligations of the Association; (c) providing facilities, utilities, services, insurance coverage, and other benefits to the Association as required in applicable law and the Governing Documents; (d) administering and enforcing the Governing Documents; (e) levying, collecting, and enforcing assessments; (f) operating the Association; and (f) building reserve funds in accordance with applicable law and the Governing Documents.

Y. **Family.** "Family" has the same meaning defined in applicable City, County, state, or federal law, including zoning codes and housing regulations, as the context or circumstances may require.

Z. **Fine.** "Fine" means a monetary amount assessed for a violation of the Governing Documents in the form of an Individual Assessment.

AA. **Fund, Capital.** "Capital Fund" means money or other highly liquid assets set aside for funding a Capital Improvement to the Project, but not for operating expenses, maintenance or repair expenses, or projects intended to be funded by the Reserve Fund. Capital Funds shall be maintained in an account separate from other Association funds.

BB. **Fund, Insurance.** "Insurance Fund" means money set aside in an amount equal to the amount of the Association's property insurance policy deductible or, if the deductible exceeds \$10,000, an amount not less than \$10,000, as required by Utah Code § 57-8a-405(8).

CC. **Fund, Reserve.** "Reserve Fund" means money or other highly liquid assets set aside for costs of repairing, replacing, and restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than 30 years, as required by Utah Code § 57-8a-211, but not for operating expenses, ordinary maintenance expenses, or Capital Improvements.

DD. **Good Standing.** "Good Standing" means: (a) free of any delinquent assessments, fines, or other amounts owed to the Association; and (b) free of any unresolved violations of the Governing Documents for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing.

EE. **Governing Documents.** "Governing Documents" means, collectively, this Declaration, the Plat, the Articles of Incorporation filed with the Utah Division of Corporations, the Bylaws, and all amendments thereto, together with all duly adopted and published Rules, Resolutions, and any other written decisions of the Association made pursuant to and in implementation of such documents. This Declaration, Plat, and Bylaws shall be recorded in the real property records of the County and

provide constructive notice pursuant to Utah Code Ann. § 57-3-102. Rules, Resolutions, and other written decisions of the Association, although not required to be recorded, are binding upon all Owners, Residents, tenants, occupants, and invitees by virtue of ownership, occupancy, or use of any Lot within the Project and their agreement to comply with the Governing Documents. The validity, enforceability, and continuity of the Governing Documents shall not be affected by any change in the Association's corporate status.

FF. Improvement. "Improvement" means a structure or appurtenance of the Project. Such Improvements include but are not limited to buildings, Units, roads, walkways, parking areas, driveways, sports courts, walls, curbs, garages, storage buildings, fences, lighting, playgrounds, landscaping, pools, and any other amenities, facilities, utilities, systems, installed components, and any appurtenances to any of the foregoing.

GG. Improvement, Capital. "Capital Improvement" means any new Improvement and any significant expansion or enhancement of any existing Improvement with a useful life of three (3) years or more, but does not mean maintenance, repair, or replacement of an existing Improvement.

HH. Indemnitees. "Indemnitees" means the Association's past and present Board members, officers, Members, committee members, volunteers, employees, agents, trustees, Residents, and Managers, and the past and present directors, officers, members, and employees of such Managers.

II. Land. "Land" means the one or more parcels of land of all phases and portions of the Project as described in the Plat.

JJ. Living Area. "Living Area" means the habitable interior space within a Dwelling, excluding any area or structure that, at the time of original construction, was designed or intended primarily for storage or non-habitable use, including but not limited to garages, attics, patios, and utility rooms. Such excluded areas may not be converted to, used, or occupied as Living Area unless advance written approval is obtained from both the applicable governmental authority and the Association pursuant to the Governing Documents. Any such area that is approved in writing by the Association and permitted for residential occupancy by the applicable governmental authority shall thereafter be considered Living Area for all purposes under the Governing Documents.

KK. Lot. "Lot" means any separately platted or otherwise legally described parcel within the Project that is designated solely for residential use and intended for development of a Unit, as shown on the Plat or described in this Declaration, and as permitted by applicable zoning or land use approvals.

LL. Maintenance Obligation. "Maintenance Obligation" means the right and obligation of a specified party, at that party's own expense unless otherwise provided in the Governing Documents, to perform maintenance, repair, and replacement of identified property, together with any related rights of access reasonably necessary to perform such work.

MM. Majority. "Majority" means at least fifty-one percent (51%).

NN. Manager. "Manager" means any Person engaged by the Board to manage all or part of the Association including the Common Area. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

OO. Member. "Member" means the Owner of any Lot or, in the case of multiple Owners of the same Lot, all such Owners collectively. There shall be one Member per Lot, regardless of the number of co-Owners, and notice given to any one such Owner shall constitute notice to the Member and all co-Owners of that Lot.

PP. **Owner.** "Owner" means a Person holding a Present Ownership Interest in a Lot. *See also* Attorney-in-Fact and Owner Representative. Notwithstanding the foregoing, if a Lot is subject to an executed purchase contract, the purchaser as opposed to the seller shall be considered the Owner upon presentation of a copy of the contract (even with reasonable redactions) to the Board or Manager.

QQ. **Owner Representative.** "Owner Representative" means a director, officer, member, manager, beneficiary (but not a trustee or grantor), or other authorized representative of an Owner that is a legal entity, as such Owner shall appoint from time to time. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of all notices, meetings, proxies, votes, and eligibility requirements described in the Governing Documents.

RR. **Painting.** "Painting" means the coating or coloring of one or more surfaces with paint, stain, tint, or other colorant.

SS. **Person.** "Person" means an individual, corporation, partnership, company, association, trust, or other legal entity of any kind whatsoever.

TT. **Plat.** "Plat" means the one or more plat maps of all phases and portions of the Project, as such plats are or may be duly recorded, and as they may be amended, corrected, or re-recorded from time to time in the recorder's office of the County. The Plat is attached to this Declaration as **Exhibit A** below.

UU. **Present Ownership Interest.** "Present Ownership Interest" means, with respect to a Lot: (1) a fee simple interest; (2) a joint tenancy, tenancy in common, or tenancy by the entirety; (3) a life estate; or (4) the beneficial interest of a beneficiary (but not of a trustee or grantor) in a trust that holds title to the Lot. Notwithstanding the foregoing, a Present Ownership Interest does not include a security interest in the Lot, such as one held under a mortgage, deed of trust, or similar instrument.

VV. **Project.** "Project" means all land, Lots, Units, Common Area, Improvements, rights, easements, and any other real or personal property that comprise **Layton Parke Estates Homeowners Association, Inc.**, as described in this Declaration and shown on the Plat, including all existing and future phases.

WW. **Reserve Study.** "Reserve Study" means an analysis consistent with the minimum requirements of Utah Code § 57-8a-211 that is performed by a competent third-party provider experienced in conducting such analyses and that includes a recommended reserve allocation amount for 100% funding of the Reserve Fund.

XX. **Resident.** "Resident" means any natural person residing in a Dwelling, including without limitation Owners, tenants, family members of Owners or tenants, and their guests staying more than a month.

YY. **Resolution.** "Resolution" means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule but is void to the extent it conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws.

ZZ. **Rule.** "Rule" means a duly adopted rule, regulation, policy, procedure, or the like, but not a Resolution, established by the Board for the purpose of the operation, administration, control, or regulation of the Association.

AAA. **State.** "State" means the State of Utah.

BBB. **Temporary Structure.** "Temporary Structure" means any building, enclosure, shelter, or similar structure that lacks either: (1) permanent affixation to the ground by a continuous foundation (such as a poured slab, poured footings, or poured perimeter walls); or (2) a duly issued building permit and documented final inspection approval from the applicable governmental authority. In addition, any structure with a floor area of less than two hundred (200) square feet shall be deemed a Temporary Structure notwithstanding compliance with parts (1) and (2). A structure deemed temporary solely under part (2) ceases to be a Temporary Structure upon the Owner's delivery to the Association of official written evidence of approval. The term includes, without limitation, sheds, storage containers, tents, canopies, gazebos, portable carports, recreational vehicle covers, and animal housing or enclosures (such as coops, hutches, or kennels). The term does not include ordinary landscaping, utility or drainage facilities installed by or with the approval of the Association or a governmental authority, or customary children's play equipment that does not constitute a nuisance or unsafe condition.

CCC. **Unit.** "Unit" means: (1) a detached single-family dwelling and the Lot upon which it is constructed; or (2) the Lot itself prior to construction of the dwelling; together with (3) all Improvements constructed on the Lot; and (4) all rights, easements, and appurtenances associated with that Lot and Improvements.

DDD. **Voting Interest.** "Voting Interest" means the right allocated to a Unit to cast one (1) vote in the affairs of the Association, subject to the provisions and limitations of this Declaration. Each Unit is allocated one (1) Voting Interest, which shall at all times remain tied to that Unit. The right to exercise a Voting Interest may be suspended during any period in which the Member, any co-Owner, any Resident of the Unit, or the Unit itself is not in Good Standing, as defined in this Declaration. During the Control Period, all Voting Interests shall be held and exercised exclusively by the Declarant, as provided in Section 15.1.1 – Declarant Voting Interests.

3. HOMEOWNERS ASSOCIATION

3.1. Organization

The Association is organized as a Utah nonprofit corporation, subject to the Utah Revised Nonprofit Corporation Act (the "Nonprofit Act"), and is also governed by the Utah Community Association Act (the "Act"). The Association is not a cooperative, and no portion of the Project is subject to the Utah Condominium Ownership Act.

All Units and Common Area within the Project—as shown on the Plat or designated in this Declaration—shall be subject to the authority of the Association and its Governing Documents.

3.2. Membership

Membership in the Association is appurtenant to each Unit and shall automatically transfer with title to the Unit. Each Owner of a Present Ownership Interest in a Unit shall be a Member of the Association for so long as such interest is held. Membership is not optional and may not be separated from ownership of a Unit, nor may it be waived, transferred, or terminated independently of such ownership.

If more than one Person holds a Present Ownership Interest in a Unit, the membership appurtenant to that Unit shall be shared by all such Persons collectively and in the same proportion as their

respective ownership interests.

There shall be one membership per Unit, regardless of the number of Owners. Notice to any one such Owner shall constitute notice to the Member and all co-Owners of that Unit.

3.3. Contact Information

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

3.4. Governing Document Applicability and Binding Effect

The following provisions govern the applicability and binding effect of this Declaration and the Governing Documents:

3.4.1. Covenants Run with the Land

The covenants, conditions, restrictions, and obligations set forth in this Declaration, together with all other Governing Documents (including recorded Bylaws and any duly adopted Rules and Resolutions), are hereby declared to be covenants that touch and concern the land, shall run with and bind title to all property within the Project, and shall inure to the benefit of and be binding upon all current and future Owners, Residents, tenants, occupants, guests, invitees, successors, and assigns who hold or acquire any interest in any Lot (or Unit, if applicable) within the Project.

3.4.2. Binding Upon All Owners and Successors

Without limitation, these covenants and Governing Documents shall be binding upon and enforceable against all current and future Owners of any Lot within the Project, and against their respective heirs, successors, personal representatives, tenants, occupants, guests, and invitees, and shall inure to the benefit of all other Owners and the Association. By the acceptance of a deed, lease, or any other instrument conveying an interest in any Lot, each grantee, tenant, occupant, or successor shall be deemed to have agreed to and accepted the burdens and benefits of this Declaration and the Governing Documents.

3.4.3. Independence from Corporate Status

Without limitation, the covenants, conditions, restrictions, and obligations set forth in this Declaration, together with all other Governing Documents, are covenants running with the land and shall remain in full force and effect regardless of the existence, status, dissolution, reinstatement, or reincorporation of the Association as a corporate entity. Such covenants and obligations set forth in this Declaration and the Governing Documents, including without limitation the obligation of Owners to pay Assessments and the Association to perform its Maintenance Obligations, shall remain binding and enforceable during any period in which the Association exists solely for purposes of winding up under Utah Code § 16-6a-1405 or successor statute, and actions necessary to carry out covenant-based obligations and operations shall be deemed proper and not ultra vires.

The validity, enforceability, and continuity of the Governing Documents, and the obligations of the Association, the Owners, and their respective successors and assigns, shall not be affected or impaired by any change in the Association's corporate status.

3.4.4. Constructive Notice

Pursuant to Utah Code Ann. § 57-3-102, all Owners, Residents, tenants, occupants, guests, invitees, successors, and assigns are deemed to have constructive notice of this Declaration, the Bylaws, and any other Governing Documents that are recorded in the real property records of the County, and are legally obligated to comply with their terms.

3.4.5. Owner Responsibility

Each Owner shall be responsible for ensuring that their Residents, tenants, guests, and invitees comply with all Governing Documents, whether or not recorded, and each Owner may be held liable for any violation thereof.

3.5. Governing Body

The governing body of the Association shall be the Board of Directors. Members of the Board shall be elected in accordance with the procedures outlined in the Bylaws. Except as otherwise limited by the Act, this Declaration, or the Bylaws, the Board acts in all instances on behalf of the Association pursuant to Utah Code § 57-8a-501(5).

3.6. Registration

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

3.7. Power of Sale

In compliance with Utah Code § 57-8a-212(1)(j), Declarant hereby conveys and warrants, pursuant to Utah Code §§ 57-1-20 and 57-8a-302, to Burt R. Willie, with power of sale, the Unit and all Improvements to the Unit for the purpose of securing payment of Assessments under the terms of this Declaration.

In addition, each Person who acquires a Present Ownership Interest in a Unit hereby conveys and warrants, pursuant to Utah Code §§ 57-1-20 and 57-8a-302, to Burt R. Willie, Esq., as trustee, a lien with power of sale against such Unit and all Improvements appurtenant thereto, securing the payment of Assessments and other amounts owed to the Association under this Declaration. This conveyance shall constitute a continuing lien that runs with title and shall bind all present and future Owners without the need for further documentation.

The Association (through its Board or as otherwise authorized) may, in accordance with Utah Code § 57-1-21(1)(a)(i) or (iv), substitute the trustee named herein.

3.8. Duties, Powers, and Obligations

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

In general, it is the intent of this Declaration that the Association shall have all duties and powers reasonably necessary to regulate and operate the Common Area and the Project as a whole for the use, enjoyment, and benefit of the Owners, Residents, and their guests and invitees. The Association shall manage these areas in a manner that ensures they are reasonably safe and accessible to such persons.

Except as required by law, this Declaration, or the Bylaws, the Association is expressly prohibited from regulating or attempting to control the personal health, safety, or welfare of Owners, Residents, their guests, invitees, or any other individuals beyond its obligations pertaining to the Common Area.

The Association is further prohibited from donating or otherwise providing Association funds to Persons, organizations, causes, advocacies, campaigns, candidates, initiatives, or otherwise, except to legitimate service providers in payment for Common Expenses, Capital Improvements, or uses of the Reserve Fund made pursuant to Utah Code 57-8a-211(c) or other applicable law.

Board members acting in their official capacity shall be individually and personally liable to the Association and its Members for acts of willful misconduct or fraud that result in violations or attempted violations of the Association's limitations, restrictions, and prohibitions enumerated in this paragraph. Such Board members shall be responsible for any attorney fees and costs incurred by the Association or its Members in enforcing this provision.

3.9. Powers and Rulemaking Limitations

In addition to limitations imposed by applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the powers of the Association are further restricted as follows. These restrictions apply to the Association's powers generally, including its authority to adopt, amend, or enforce Rules, Resolutions, or policies of any kind. They are intended to limit the Association's authority over certain personal, household, and constitutional matters, leaving such matters to individuals and applicable laws and authorities.

Notwithstanding the foregoing, nothing in these limitations shall prevent the Association, its Members, or any other Person from taking lawful action against illegal acts, or from recovering damages in relation to such illegal acts or arising out of the Association's violation of these limitations.

Any Rule, Resolution, or other Association action inconsistent with these restrictions shall be void and unenforceable. The Association, and its Board acting in an official capacity, may be held liable for violations of this Section, including, where applicable, the award of reasonable attorney fees and costs, in addition to any other remedies available at law or in equity.

3.9.1. Equal Treatment

A Rule shall treat similarly situated Owners similarly, and shall treat similarly situated Residents similarly.

3.9.2. United States Flag

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit or on a Lot to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag.

3.9.3. Inconsistent Actions

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

3.9.4. Conflicting Rules and Resolutions

The Association shall not establish any Rule that conflicts in any manner with the Act, the Nonprofit Act, other applicable law, this Declaration, the Articles of Incorporation, the Bylaws, or a Resolution. Any such Rule shall be entirely void, without severability, and unenforceable. Nor shall the Association establish any Resolution that conflicts with the Act, the Nonprofit Act, other applicable law, this Declaration, the Articles of Incorporation, or the Bylaws. Any such Resolution shall be entirely void, without severability, and unenforceable.

3.9.5. Owner Easements

Except as provided by applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, or for purposes of reasonable maintenance or repairs, the Association shall not unreasonably limit or restrict an Owner's right to use and enjoy the Common Area appurtenant to their Dwelling.

Notwithstanding the above, the Association may temporarily close any portion of the Common Area for purposes of reservations, inclement weather, hazardous conditions, its Maintenance Obligations, or to comply with governmental regulations.

3.9.6. Personal Property

Except as allowed by law, this Declaration, or the Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, or transported to and from, a Unit, nor shall the Association discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

3.9.7. Religion

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

3.9.8. Speech

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

3.9.9. Assembly

Except as allowed by law, this Declaration, or the Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Unit, virtually, or outside of the Association, including with such an Owner's or Resident's guests, invitees, or others Persons, nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Unit, virtually, or outside of the Association or that of any other Person(s), nor shall peaceably assembling or the right to peaceably assemble at a Unit, virtually, or outside of

the Association be a subject or condition of any Rule, Resolution, or the like.

3.9.10. Association

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

3.9.11. Arms

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

3.9.12. Dwellings

Except as allowed by law, this Declaration, or the Bylaws, the Association and its Board Directors, Officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Lot or Unit without the express permission of its Owner, nor shall such entry or use of a Lot or Unit, except with the express permission of its Owner, be a subject or condition of any Rule, Resolution, or the like. Notwithstanding the foregoing, a Rule or Resolution may establish procedures and policies with regard to easements, access rights, and other Association rights described in the Plat and Declaration but only to the extent such procedures and policies are not inconsistent with the intent of Plat and Declaration.

3.9.13. Working from Home

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

Notwithstanding the foregoing, such working from a Lot or Unit may not involve having more than the occasional customer, client, co-worker, shipping or receiving personnel, or others entering the physical boundaries of the Association, nor create other nuisances. Further, the Association may establish Rules that reasonably regulate such occasional entry within the physical boundaries of the Association and other nuisances related to working from home. As used in this limitation, the phrase "a Resident's right to work from the Lot or Unit that is their place of residence" and the like refers to working from within the Association for or on behalf of an employer rather than working at the employer's office, facility, or other location. Such an employer may be one's own business.

3.9.14. Fines and Punishments

The Association shall not impose excessive fines or other punishments. No fine shall be imposed for a violation unless supported by reasonable evidence, which may include witness statements, documentation, photographs, video, security reports, or other reliable proof. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area as prescribed by law, this Declaration, the Articles of Incorporation, or the Bylaws. The fine amounts authorized by the Bylaws, as they may be adjusted pursuant to the Bylaws, shall not be deemed excessive.

3.9.15. Household Composition

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

3.9.16. Privacy

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

The Association shall have no power or authority to compel any individual to undergo or refrain from any type of medical treatment, procedure, or condition, including vaccinations, nor to require the provision of any evidence or verification thereof, regardless of its source. The Association shall not discriminate against any Person in any manner regarding an individual's decision to obtain, provide, disclose, or utilize such treatments or information, or to decline to do so. Nor shall any of the foregoing be a subject or condition of any Rule, Resolution, or policy of the Association.

The Association shall have no power or authority to compel any individual to use or abstain from using any medical device or health-related protective device for any purpose, including but not limited to face coverings, nor to require the provision, disclosure, or verification of such use or non-use, regardless of its source. The Association shall not discriminate against any Person in any manner regarding an individual's decision to obtain, provide, disclose, or utilize such devices, or to decline to do so. Nor shall any of the foregoing be a subject or condition of any Rule, Resolution, or policy of the Association.

Except as otherwise permitted by law, this Declaration, or the Bylaws, the Association shall not require any individual to provide or disclose personal health-related information. The Association shall not discriminate against any Person based on the health-related information, or lack thereof, of any individual(s). The Association shall not collect or maintain any such health information without the written authorization of the individual, or, in the case of a minor, the individual's parent or guardian. Such authorization may be withdrawn in writing at any time. Nothing herein shall prevent the Association from requesting or maintaining non-medical administrative information reasonably necessary to carry out its lawful duties (such as emergency contacts or residency verification).

3.9.17. Activism

Except as authorized in this Declaration or the Bylaws, neither the Association nor the Board in its official capacity shall promote, fund, or otherwise engage in any form of political, social, or other form of activism or advocacy, nor shall any Common Area or other Association property be used for such.

3.10. Reinstatement or Reincorporation of the Association Upon Dissolution

In the event the Association, a Utah nonprofit corporation, is administratively or voluntarily dissolved, it shall be reinstated in accordance with Utah Code § 16-6a-1412 or any applicable successor statute. If reinstatement is not available or permitted, the Association shall be reincorporated in accordance with Utah Code § 57-8a-221 or other applicable law. To preserve or restore the Association's legal existence and its authority under this Declaration, the Board of Directors—or, if necessary, any Owner—may take all actions necessary and proper to effectuate such Reinstatement.

As used in this Section, the term “Reinstatement” means either: (1) reinstatement under Utah Code § 16-6a-1412 or any successor statute; or (2) reincorporation under Utah Code § 57-8a-221 or other applicable law, as the case may be.

3.10.1. Authority to Reinstatement by Board of Directors

Upon dissolution of the Association's corporate status, the Board of Directors shall take all necessary and proper actions to effectuate the Reinstatement of the Association, including reinstatement under Utah Code § 16-6a-1412 or, if reinstatement is not available or permitted, reincorporation under Utah Code § 57-8a-221 or other applicable law. The Board shall preserve, to the extent practicable, the Association's original name, corporate powers, and governing documents.

3.10.2. Authority to Reinstatement by Any Owner

If, following the dissolution of the Association's corporate status, no functioning Board of Directors exists, or if the Board fails to timely effectuate Reinstatement, any one or more Owner (hereafter, “Owner(s)”) is hereby authorized to take all necessary and proper actions to complete the Reinstatement of the Association.

If Reinstatement is accomplished through reincorporation under Utah Code § 57-8a-221 or other applicable law, such Owner(s) is hereby deemed the “acting directors” for purposes of executing the reincorporation, and may prepare and file Articles of Incorporation substantially similar to those in effect at the time of dissolution. If required under the Utah Revised Nonprofit Corporation Act, such Owner(s) may also act as incorporator for purposes of signing and submitting the Articles.

Upon successful filing, the Owner(s) shall call a meeting of the members pursuant to the Bylaws for the purpose of electing a new Board of Directors. Once elected, the Board shall resume all powers, duties, and responsibilities under the Governing Documents.

3.10.3. Protection of Reinstating Parties

In the event that the Board of Directors or any Owner(s) takes good-faith steps to effectuate the Reinstatement of the Association in accordance with this Section, the following protections shall apply to any such party (the "Reinstating Party").

1. **Indemnification:** The Association shall indemnify, defend, and hold harmless the Reinstating Party from and against any and all claims, liabilities, damages, or expenses—including reasonable attorney's fees and court costs—incurred in connection with the Reinstatement of the Association, to the extent arising from good-faith actions consistent with this Declaration and applicable law.
2. **No Personal Liability:** The Reinstating Party shall not be personally liable for any actions taken in good faith and consistent with this Declaration and applicable law to effectuate the Reinstatement of the Association, including but not limited to preparing and filing Articles of Incorporation or applications for reinstatement, submitting required documentation, or calling a meeting of the members to elect Directors.
3. **Reimbursement of Legal Fees and Costs:** The Association shall reimburse the Reinstating Party for all reasonable and documented expenses related to the Reinstatement, including filing fees, attorney's fees, and other costs incurred in obtaining legal advice or responding to claims from other Owners or third parties, provided such expenses were reasonably incurred in good faith and consistent with this Declaration and applicable law.
4. **Waiver of Claims by Owners:** By accepting title to a Lot, each Owner agrees that this covenant shall run with the land and shall be binding on all current and future Owners. Each Owner expressly waives any claim, lawsuit, or other proceeding against a Reinstating Party arising from good-faith efforts consistent with this Declaration and applicable law to restore the Association's legal status. Any such action shall be subject to immediate dismissal.
5. **Judgment for Fees and Costs:** If any Owner or other party—including the Association—files a legal action against a Reinstating Party in violation of this Section, the Reinstating Party shall be entitled to: (a) immediate dismissal of the action, provided the Reinstating Party acted in good faith and consistent with this Declaration and applicable law; (b) judgment for all reasonable attorney's fees, court costs, and enforcement expenses incurred in defending the action; (c) post-judgment collection costs, including garnishment, execution, or attachment; and (d) interest on the judgment at the maximum rate permitted by Utah law from the date of entry until paid in full.
6. **Association Responsibility:** If the Association lacks sufficient insurance coverage at the time Reinstatement is undertaken, the Association shall remain financially responsible for all indemnifiable expenses reasonably incurred in good faith and consistent with this Declaration and applicable law, and shall take prompt steps to secure adequate coverage thereafter.

3.10.4. Continuity of the Association

Reinstatement of the Association, whether by reinstatement or reincorporation as defined in this Section, shall not impair or affect the continuity of the Association's existence. As further provided in Section 3.4.3 – Independence from Corporate Status, the covenants and obligations of this Declaration and the other Governing Documents remain binding regardless of the Association's corporate status. Upon Reinstatement, the Association shall retain and continue to exercise all rights, powers, duties, and obligations it held immediately before dissolution of its corporate status—including, without limitation, the authority to manage and maintain the Common Area, enforce the Governing Documents, levy and collect Assessments, and perform all other Association functions as if no dissolution had occurred.

3.10.5. Filing and Recording

The Board or any Owner is authorized to prepare, file, and/or record all documents necessary to effectuate the Reinstatement of the Association, including, without limitation, any applications for reinstatement, articles of incorporation, reinstatement certificates, and notices to government agencies or the public. Upon Reinstatement by reincorporation, the Bylaws in effect at the time of dissolution shall be deemed readopted in accordance with Utah Code § 57-8a-221(2)(a), or any successor statute.

3.10.6. No Dissolution of the Association

The administrative or voluntary dissolution of the Association's corporate entity, or its failure to maintain corporate status, shall neither dissolve the Association as an unincorporated entity, nor shall it impair its continued existence, purpose, or authority under this Declaration and the other Governing Documents. All rights, duties, powers, and obligations of the Association, the Board of Directors, and the Owners shall remain in full force and effect and shall be subject to Reinstatement as provided in this Section. As further provided in Section 3.4.3 – Independence from Corporate Status, all such rights, duties, powers, and obligations remain in full force and effect and are subject to Reinstatement under this Section.

3.10.7. Binding Effect

To ensure enforceability and continuity, the provisions of this Section shall run with the land and shall be binding upon, and enforceable by, the Association (whether incorporated or unincorporated), the Board of Directors, and all current and future Owners, together with their respective heirs, successors, assigns, personal representatives, and any party claiming through them. This binding effect expressly includes the rights and responsibilities related to the Reinstatement of the Association and the protections afforded to any Reinstating Party as limited to good-faith actions consistent with this Declaration and applicable law. As further provided in Section 3.4 – Governing Document Applicability and Binding Effect, this binding effect includes the perpetual enforceability of the Governing Documents regardless of corporate status.

4. MEMBERSHIP CLASSES AND VOTING INTERESTS

The Association shall have two classes of voting members—Class A Members and Class B Members. The Association shall also have one class of nonvoting members—Class C Members. Voting Interests under this Article are allocated to Members in accordance with the classes of membership defined herein.

4.1. Class A Members

All Owners are Class A Members, except as otherwise provided in this Article. Each Class A Member is allocated a single Voting Interest, being one (1) vote for each Unit owned. The Voting Interest allocated to a Unit shall at all times remain tied to the Unit; however, the right to exercise that Voting Interest is suspended during any period in which the Member, any co-Owner, any Resident of the Unit, or the Unit itself is not in Good Standing, as defined in this Declaration.

4.2. Class B Members

The sole Class B Member shall be the Declarant. During the Control Period, the Declarant shall be allocated one hundred percent (100%) of the Association's Voting Interests, as provided in Section 15.1.1 – Declarant Voting Interests. Upon termination of the Control Period, the Declarant's Class B Membership shall automatically convert to Class A Membership, unless at that time the Declarant meets the criteria for Class C Membership, in which case it shall be reclassified accordingly.

4.3. Class C Members

Class C Members shall be nonvoting Members of the Association. Except for the Declarant during any period of Class B Membership, any Owner shall be a Class C Member if the Owner, individually or in concert with others, acquires or holds a Present Ownership Interest in at least ten percent (10%) of the total number of Units (the "Ownership Threshold").

4.3.1. Individual Ownership

Any Owner, other than the Association itself acting in its ordinary capacity under this Declaration and the Governing Documents, who individually acquires or holds a Present Ownership Interest in at least ten percent (10%) of the total number of Units (the "Ownership Threshold") shall automatically be reclassified as a Class C Member.

4.3.2. Collective Ownership

Two or more Owners who act in concert pursuant to any agreement, arrangement, or understanding outside of the normal governance of the Association and collectively acquire or hold an Ownership Threshold shall each be reclassified as Class C Members. "Act in concert" means any agreement, arrangement, or understanding, whether formal or informal, to coordinate actions for the purpose of acquiring, holding, voting, or disposing of ownership interests in Units, other than actions taken solely through participation in the Association's ordinary governance as provided in this Declaration and the Governing Documents. Ownership interests acquired or held by Persons directly or indirectly controlled by the same Person or group of Persons shall be aggregated for purposes of this Section.

4.3.3. Disclosure Requirement

Any Owner who individually or collectively acquires, holds, or changes an Ownership Threshold shall provide written notice to the Association within thirty (30) days, disclosing: (a) the identities of all involved Owners; and (b) the total number of Units owned.

4.3.4. Waiver of Confidentiality

By acquiring or holding an Ownership Threshold, Owners consent to the Association's use of the disclosed information for purposes of enforcing this Section and other lawful Association purposes, including disclosure as required under the Act or the Nonprofit Act. Owners waive any claim of confidentiality with respect to such disclosures.

4.3.5. Verification Rights

The Association may verify the accuracy of Owner disclosures through public records or other lawful means.

4.3.6. Purpose of Nonvoting Class C Membership

The purpose of the nonvoting Class C Membership is to preserve balanced governance of the Association and to prevent any Person or group of Persons from obtaining disproportionate control through the ownership or acquisition of multiple Units.

4.3.7. Sole Ownership Exception.

Notwithstanding anything in this Article, if a single Owner acquires and holds one hundred percent (100%) of the Units in the Project, that Owner shall be classified solely as a Class A Member, not a Class C Member, and shall be entitled to exercise all Voting Interests in the Association.

4.4. One Vote per Unit

As provided by the definition of "Voting Interest" in Article 2, each Unit is allocated a single, indivisible Voting Interest equal to one (1) vote. Regardless of the number of Owners of a Unit, only one (1) vote may be cast for that Unit. If co-Owners cannot agree on how to cast their Unit's Voting Interest, the right to vote for that Unit is deemed forfeited on that matter. If more than one (1) vote is attempted to be cast for a Unit, all such votes shall be deemed void and disregarded in their entirety.

4.5. No Fractional, Cumulative, or Other Unauthorized Voting

Except as expressly authorized in this Declaration or required by applicable law, each Lot shall be entitled to cast the number of votes allocated to it in Section 4.4 – One Vote per Unit, and no more. Any form of fractional, cumulative, ranked-choice, weighted, proxy-stacked, or other unauthorized voting method is prohibited. Any votes attempted to be cast using such methods, or any variation thereof, shall be null, void, and of no effect, and shall be disregarded in their entirety for purposes of determining the outcome of any Association action.

4.6. No Secret Ballots

Secret ballots in any form are prohibited for all Association matters, including votes of the Members, the Board, or any other entity governed by the Governing Documents, except where expressly required by applicable law. All voting shall be conducted in an open, identifiable, and verifiable manner.

All ballots, voting forms, and other written voting instruments submitted to the Association—whether electronic or physical—shall be preserved in the Association's permanent records and made available for inspection by any Owner upon reasonable request, subject to the record inspection procedures of the Nonprofit Act.

5. OWNERSHIP AND EASEMENTS

All easements described in this Declaration shall run with the land to which they are appurtenant.

5.1. Common Area

The Association shall own all Common Area.

Common Area includes all areas designated as such on the Plat. Additionally, any area labeled, described, or otherwise referenced on the Plat or in this Declaration or other Governing Documents as "limited common area," whether or not that term is expressly defined, shall be deemed and treated as Common Area, owned by the Association, and subject to all provisions of this Declaration applicable to Common Area, with no exclusive ownership or use rights arising by virtue of such label.

Each Owner shall have, in common with all other Owners, a nonexclusive right and easement of use and enjoyment in and to the Common Area. This right and easement shall be appurtenant to, and shall pass with title to, each Unit, and in no event shall be separated from it or encumbered, pledged, assigned, or otherwise alienated by an Owner. An Owner may temporarily delegate such rights to the Resident(s) of the Owner's Unit.

Notwithstanding the foregoing, all such rights and easements—whether exercised by Owners or Residents—shall be limited as provided in this Declaration and, to the extent permitted, subject to all Resolutions and Rules duly adopted by the Association.

5.2. Units

A Unit is owned by its Owner(s). The Association may own a Unit(s).

The Association shall have a perpetual nonexclusive easement in and to each Unit for purposes of: (1) reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of Common Area, and other property owned by the Association or for which it has a Maintenance Obligation, but only to the extent that such Common Area, or other property is located within or is only reasonably accessible from within a Unit; and (2) mitigation of emergency conditions impacting or imminently threatening to impact Common Area, or other Units.

5.3. Fencing Easements

Each Owner whose Lot adjoins fencing located on the boundary between two or more Lots grants to the adjoining Owner(s), and receives from them, a reciprocal nonexclusive easement over, under, and upon the portion of their Lot occupied by such fencing as reasonably necessary for the inspection, maintenance, repair, and replacement of the fencing. The same reciprocal easement shall exist between the Association and any Owner where fencing is located on the boundary between a Lot and the Common Area.

Such easements include access by contractors, insurers, or other authorized agents acting for such purposes, and shall be appurtenant to the affected Lots (and the Common Area, if applicable) and shall run with title.

5.4. Easement Limitations

An Owner's right and easement of use and enjoyment in the Common Area, delegated or not, shall be subject to the limitations in the following subsections:

5.4.1. Association Rules

The Association may adopt, amend, and repeal Rules governing the use of the Common Area.

5.4.2. Government Access

The right of governmental and quasi-governmental entities and utilities that have jurisdiction over the Project to access and use the Common Area for purposes including but not limited to providing police and fire protection, transporting school children, installing and maintaining utilities, and providing any other governmental or municipal service.

5.4.3. Dedication or Conveyance

The Association may, in accordance with applicable law, dedicate or convey any portion of the Common Area for such purposes and subject to such conditions as may be agreed by a vote of the Members representing at least sixty-seven percent (67%) of the Units. Additionally, no portion of the Project is designated or intended to constitute limited common area, and no additional Member consent beyond the foregoing supermajority is required on account of any "limited common area" designation.

5.5. Damage from Easement Use

Any damage of any kind to the Common Area or any Unit—whether structural, cosmetic, or functional—resulting directly or indirectly from the exercise of any easement granted under this Declaration shall be repaired, restored, or replaced to substantially the same condition as existed immediately prior to the damage. Such repair, restoration, or replacement shall be arranged and managed by the Owner of the affected property (i.e., the Association or the applicable Unit Owner), and all reasonable costs incurred in connection therewith shall be paid or reimbursed by the Person or entity exercising the easement, unless otherwise agreed in writing.

If the damaged property is a Unit, and the Person or entity causing the damage is not the Association or acting on its behalf, then the Association shall have no obligation to arrange, manage, or participate in the repair or resolution of the matter. Responsibility for coordinating repairs and recovering related costs shall rest solely with the affected Unit Owner and the Person or entity that caused the damage.

Any claim for reimbursement, subrogation, or enforcement of obligations under this Section must be delivered in writing to the party alleged to be responsible within twelve (12) months after the date the damage was discovered or reasonably should have been discovered. Failure to assert such a claim within that period shall constitute a waiver of the claim. Nothing herein shall extend or toll any shorter limitation period imposed by an applicable insurance policy.

Nothing in this Section shall prevent any insurer of the Common Area or a Unit from asserting subrogation rights against any party responsible for such damage.

6. OPERATION AND MAINTENANCE

6.1. Common Area

Except as otherwise provided by applicable law or this Declaration, the Association shall have the Maintenance Obligation for the Common Area, which consists of those tracts designated on the Plat as Landscape Buffer Easements and Entry Monuments, together with any landscaping, irrigation, signage, lighting, and other related improvements located thereon.

6.2. Units

Each Unit shall be subject to the exclusive Maintenance Obligation of its Owner, and the Association shall have no Maintenance Obligation with respect to any Unit. Such Owner obligation includes, without limitation, the Dwelling, all other Improvements on the Lot (whether structural or non-structural), all landscaping, trees, shrubs, lawns, irrigation systems, driveways, walks, fences, drainage features, and any other portion of the Lot not expressly designated as Common Area. Each Owner shall keep the Unit and Lot in good condition and repair, free of trash, debris, weeds, and unsafe conditions, in compliance with all applicable laws, ordinances, and the Governing Documents.

6.2.1. Construction Defects

The Association shall have no Maintenance Obligation and no responsibility of any kind for any construction defect in a Unit, or for any damage, failure, or condition arising from or related to such a defect. All matters involving Unit construction defects are solely between the Owner of the Unit and the builder, developer, contractor, or other responsible party.

6.2.2. Fencing

Each Owner shall own, install, and have the Maintenance Obligation for all fencing located entirely on such Owner's Lot.

Any fencing located on the boundary line between two or more Lots shall be jointly owned by the abutting Lot Owners, who shall share the Maintenance Obligation for such fencing in proportion to the length of the boundary line each such Owner shares with the fence, subject to the fault allocation below.

Fences located on Lot boundaries adjoining a Landscape Buffer Easement are located entirely within the Lots and shall remain the exclusive property and Maintenance Obligation of the adjoining Lot Owners. The Association's Maintenance Obligation for landscaping within the easement does not extend to such fencing.

Notwithstanding the foregoing, any damage to fencing—whether located entirely on a Lot or between two or more Lots—that is caused by the negligence, gross negligence, willful misconduct, intentional act, or other fault of an Owner or their respective Residents, guests, invitees, contractors, or agents, shall be the sole responsibility of the party (or parties) at fault, who shall bear all related costs of repair, replacement, and restoration.

6.2.3. Repairs by Association

No Owner shall permit their Unit, including any fencing or other improvements located thereon, to fall into a state of disrepair. If any portion of a Unit is maintained in a condition that is dangerous, unsafe, unsanitary, unsightly, constitutes a nuisance, or otherwise violates applicable law or the Governing Documents, the Association may give written notice to the Owner describing the

condition and demanding correction within fifteen (15) days, or such longer reasonable period as the Board may allow.

If the Owner fails to take timely corrective action, the Association, through its employees, agents, or independent contractors, shall have the right, but not the obligation, to perform or cause to be performed the Owner's Maintenance Obligations by entering upon the Unit and taking corrective action as reasonably necessary to abate the condition.

All costs incurred by the Association in abating the condition shall constitute an Individual Assessment against the Unit and its Owner(s), collectible in the same manner as Assessments under this Declaration, and secured by the Association's lien. The lien may be foreclosed by the Association at any time, and the Association may alternatively pursue personal collection directly against the Owner(s).

Any Individual Assessment imposed under this Section shall be due in the amount and at the time determined by the Board in accordance with this Declaration and the Act, and shall be subject to late fees and interest as permitted under the Act and the Association's duly adopted fee schedule.

6.3. Weather-Related Conditions—Personal Risk and Safety

Each Owner shall be responsible for removing snow, ice, and other weather-related hazards from all driveways, walks, and sidewalks located on the Owner's Lot. The Association shall have no Maintenance Obligation with respect to snow, ice, or other weather-related conditions on any Lot, Dwelling, or privately owned Improvement.

Each Owner and Resident acknowledges and agrees, on behalf of themselves and their guests and invitees, that weather-related, environmental, or incidental conditions—including, without limitation, snow, ice (including black ice), rain, hail, flooding, heat, wind, windblown debris, improperly placed objects, fallen items, or litter—may create temporary or intermittent hazards on the Common Area or other portions of the Project, even when the Association is timely performing its expressly stated Maintenance Obligations.

BY ACCEPTING OR ASSERTING ANY RIGHTS UNDER THIS DECLARATION, OR BY ENTERING, OCCUPYING, OR UTILIZING ANY PORTION OF THE PROJECT, INCLUDING THE COMMON AREA OR ANY SERVICE PROVIDED BY THE ASSOCIATION, EACH OWNER, RESIDENT, GUEST, OR OTHER PERSON SHALL BE DEEMED TO KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE CONDITION, USE, OR ENJOYMENT OF THE PROJECT AND WAIVES ANY CLAIM AGAINST THE ASSOCIATION FOR INJURY OR DAMAGE ARISING THEREFROM, EXCEPT TO THE EXTENT CAUSED BY THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND THEN ONLY TO THE EXTENT PERMITTED BY LAW.

Except as expressly provided in this Declaration, the Association shall have no obligation to inspect for, remove, or remediate any weather-related, environmental, or incidental condition—or any similar hazard—whether arising from weather, Owner or Resident activity, or any other cause. To the fullest extent permitted by law, the Association shall not be liable for any injury or damage to Persons or property resulting from such conditions affecting the Project, except in cases of the Association's gross negligence or willful misconduct.

Each Owner and Resident shall indemnify, defend, and hold harmless the Association and its directors, officers, managers, agents, and employees from and against any and all claims, demands,

liabilities, damages, losses, costs, or expenses (including reasonable attorney fees) arising from any injury or damage sustained by such Owner's or Resident's guest or invitee while on the Project during or following any weather-related, environmental, or incidental condition, unless caused by the gross negligence or willful misconduct of the Association. This indemnity obligation shall survive the termination of such Owner's or Resident's ownership or occupancy.

6.4. Maintenance Caused by Owner

To the extent that an Owner, Resident, or their guest(s) or invitee(s) cause damage to the Common Area, all costs related to the cleaning, maintenance, repair, replacement, or the like of such damage, together with all related administrative, enforcement, and other costs, shall be assessed to the responsible Owner as an Individual Assessment. If the individual(s) causing the damage is a Resident who is not the Owner of the Unit, or the guest or invitee of such Resident, the Owner of the Unit shall be jointly and severally liable with such Resident for the resulting costs.

7. ARCHITECTURAL CONTROL

7.1. Architectural Control Committee

During the Control Period, the Declarant, or any committee or board appointed by the Declarant, shall serve as the Architectural Control Committee ("ACC") subject to Declarant oversight.

Upon expiration of the Control Period, the Board of Directors shall thereafter serve as the ACC, provided that the Board may, by Resolution, appoint a separate committee to function as the ACC subject to Board oversight. No member of the ACC shall receive compensation.

7.2. ACC Procedures

The ACC shall review and act on each complete submission in writing within thirty (30) days after receipt, and any request not acted on within that time shall be deemed approved. Applications shall be submitted in writing on such forms and with such supporting information as the ACC may reasonably require. The ACC shall base its decisions solely on the provisions of this Declaration and any duly adopted architectural standards, and shall not be influenced by personal preferences.

Approval by the ACC shall not be deemed a representation that submitted plans comply with building codes, zoning ordinances, or other governmental requirements, which remain the sole responsibility of the Owner. The ACC or the Board may from time to time adopt written design guidelines or standards consistent with this Declaration to assist in reviewing applications.

7.3. Scope of Review

No building, fence, wall, or other structure shall be erected, placed, altered, or maintained on any Lot without prior written approval of the ACC as to workmanship, harmony of external design and materials with existing structures, and location with respect to topography, grade, and setbacks.

No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the front building setback line unless specifically approved by the ACC.

7.4. Land Use and Site Appearance

All Lots shall be used exclusively for residential purposes. Fences, outbuildings, and parking areas shall be maintained so as not to detract from adjacent properties or from the overall appearance of the community.

7.4.1. Fencing

Fences located in required front yards, or on the street-facing side yard of a corner Lot, shall not exceed three and one-half feet (3.5') in height. Fences located in rear yards and non-street-facing side yards shall not exceed six feet (6') in height. All fencing shall be constructed only of vinyl, wrought iron, or composite materials. Chain link, wood, and other non-conforming materials are prohibited. Retaining walls, privacy screens, and pool fencing shall be subject to Architectural Control Committee review and approval.

Nothing in this Section shall prevent the installation of fencing that is expressly required by applicable law, code, or ordinance; however, any such fencing shall be designed and located to the maximum extent practicable to harmonize with the community and shall remain subject to ACC review.

7.4.2. Sight-Distance Protection

No fence, wall, hedge, shrub, tree, or other structure or object shall be maintained within the sight-distance triangle formed by the intersection of any driveway and street, or the intersection of two streets, that materially obstructs vision between two feet (2') and six feet (6') above curb grade, within twenty-five feet (25') of the intersecting right-of-way lines or driveway edges.

7.4.3. Pools/Spas/Courts

Swimming pools, spas, sport courts, batting cages, and similar recreational facilities shall be located and screened so as to minimize unreasonable impacts of noise, lighting, or play activity on neighboring Lots. Pool pumps, heaters, and similar mechanical equipment shall be fully screened from street view.

7.4.4. Clotheslines

Clotheslines or other outdoor drying facilities shall be permitted only if appropriately screened from view of streets and neighboring Lots, and shall remain subject to ACC review.

7.4.5. Open Yard Space

Open yard areas on each Lot shall remain substantially unoccupied and unobstructed by buildings, parking pads, or other impervious hard-surface improvements, except as expressly approved by the ACC. Landscaping, walkways, patios, and customary outdoor living improvements may be permitted so long as they are consistent with the community's appearance standards and do not detract from adjacent properties or the overall appearance of the community.

7.5. Dwelling Standards

All Dwellings are subject to the approval procedures of Section 7.2 and the scope of review described in Section 7.3.

7.5.1. Minimum Size and Garages

Each Dwelling shall include at least a fully enclosed two-car garage. No Dwelling shall contain less than 1,500 square feet of finished above-ground living space if constructed with a three-car garage, or 1,600 square feet if constructed with a two-car garage. If a Dwelling is two stories, it shall contain not less than 1,800 square feet (with a three-car garage) or 2,100 square feet (with a two-car garage) of finished above-ground living space.

7.5.2. Exterior

The front exterior elevation of each Dwelling shall be limited to maintenance-free stucco, brick, fiber cement board, or rock. Wood siding and similar materials are prohibited. At least thirty percent (30%) of the front exterior shall consist of rock or brick, with the balance stucco or fiber cement board.

7.5.3. Roof

All roofs shall have a minimum pitch of 6/12 unless otherwise approved by the ACC. Roofing materials shall be of quality equal to or superior to FHA or VA requirements. Swamp coolers and window-mounted heaters are prohibited.

7.5.4. Prohibited Structures and Materials

Vinyl siding, concrete walls, steel-framed dwellings, log homes, or other non-conventional building systems are prohibited unless expressly approved by the ACC.

7.5.5. Exceptions

The ACC may grant exceptions to these Dwelling Standards only upon the unanimous approval of its members.

7.6. Location of Dwellings

Declarant may determine dwelling placement within buildable area on Plat.

7.7. Easements

Each Lot subject to utility and drainage easements as shown on Plat and a ten-foot (10') rear yard easement. No obstruction or planting may interfere with utilities or drainage. Owners maintain improvements except those maintained by public/utility.

7.8. Variances and Board Oversight

The Board may grant variances justified by topography, hardship, or aesthetics. The Board may review and overturn ACC actions.

7.9. Slope and Drainage Control

No Owner shall grade, excavate, fill, plant, or otherwise alter the surface of a Lot in a manner that changes established slope ratios, causes erosion, slippage, or sliding, or obstructs or diverts the established drainage patterns for the Project. Each Owner shall continuously maintain all slope-control and drainage areas located on their Lot in a safe, clean, and stable condition, free of obstructions and consistent with the grading and drainage plans approved by the applicable governmental authority.

The Association shall have no Maintenance Obligation with respect to any slope or drainage areas on a Lot. Responsibility for slope and drainage facilities located in public rights-of-way or within public or utility easements shall rest solely with the applicable governmental authority or utility provider, unless this Declaration expressly provides otherwise.

7.10. No Liability

The Architectural Committee shall not be liable to the applicant, the Association, or the Owners for any loss or damage caused in relation to its good faith actions or inactions, or its approval or disapproval or otherwise of a submitted plan. Each Owner shall have an equal right to enforce the Association's architectural control standards against every other Owner, and may seek independent redress if it believes the Architectural Committee has failed to act or acted improperly.

8. USE LIMITATIONS AND RESTRICTIONS

The covenants, conditions, and restrictions set forth in this Article, and throughout this Declaration, are adopted as part of this Declaration and shall constitute enforceable provisions of the Governing Documents. These provisions are not "rules" within the meaning of Utah Code § 57-8a-218 or any similar statute.

Nothing in this Article authorizes the Board to adopt any Rule that conflicts with the covenants, conditions, and restrictions set forth herein, except where this Declaration expressly authorizes the Board to adopt Rules that modify or override a specific provision. Any conflicting Rule that is not expressly authorized shall be void and unenforceable.

Notwithstanding the foregoing, the Board may adopt Rules to clarify, administer, or supplement the restrictions in this Article, but only to the extent such Rules do not conflict with any provision of this Declaration, including the specific covenant, condition, or restriction addressed by the Rule.

8.1. Household Composition

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

8.2. Rules and Governing Documents

No Owner or Resident shall violate the Rules as adopted from time to time; no Owner or Resident shall do or keep anything within the Project that is in violation of the Governing Documents.

Owners and Residents shall be responsible to ensure that their guests and invitees comply with all Rules and the Governing Documents.

8.3. Business Use

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

8.4. Subdivision or Timeshare

Except for a parcel(s) of land that is part of an expansion of the Project, no Lot shall be subdivided, partitioned, or in any manner split into physical tracts or parcels smaller than the whole Lot as shown on the Plat; nor shall any Lot be combined with one or more other Lots into a physical tract or parcel larger than the whole Lot as shown on the Plat; nor shall any Lot or Unit be established or used as a timeshare.

8.5. Disorderly Activities and Conditions

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

8.6. Nuisance, Noise, and Quiet Hours

A "nuisance," as used in this Declaration, means any condition or activity that is injurious to health; offensive to the senses; indecent; or that obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property. Nuisances are prohibited anywhere within the Project, including in, on, over, or about the Common Area and Units, and constitute a violation of this Declaration.

Nuisances include, without limitation, any condition or activity—whether lawful or unlawful—caused or permitted by an Owner, Resident, guest, invitee, or Unit that: (1) is noxious or offensive; (2) causes substantial and unreasonable annoyance, disturbance, or distress to others; or (3) creates unreasonable noise, light, or traffic, especially between 10:00 p.m. and 7:00 a.m.

Ordinary household and family activities, including customary daytime or evening social gatherings, shall not be deemed a nuisance under this Section unless they clearly and substantially exceed the level of activity reasonably expected in a residential community of this character.

The Board shall have the authority to adopt and enforce Rules consistent with this Subsection, including the establishment of quiet hours, noise standards, and other nuisance-related restrictions.

8.7. Insurance Impacts and Inspections

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

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

8.8. Animals

No animals of any kind shall be kept by any Owner or Resident—or their guests or invitees—within the Project, including in, on, or about any Unit or Common Area, except as expressly permitted herein.

Notwithstanding the foregoing, no more than two (2) common household pets may be kept and housed inside a Unit, provided such pets are not kept for commercial, breeding, or resale purposes. For purposes of this Section, one (1) aquarium containing any number of fish shall count as one (1) pet. The term "pet" as used herein is limited to a domesticated bird, cat, dog, fish, or rodent, except as otherwise prohibited herein.

Further notwithstanding the foregoing, if any federal, state, or local law, duly adopted Rule, or the Association's insurance provider prohibits or restricts the possession or keeping of a particular species, breed, or type of animal, such animal shall not be permitted within the Project, regardless of whether it would otherwise qualify as a permitted pet.

For purposes of this Section 8.8 and all subsections, the phrase "kept at" and other similar language used in reference to an animal or pet shall include any Unit to which the animal is brought, kept, housed, allowed entry, or otherwise associated—whether on a temporary or ongoing basis—by any Owner, Resident, guest, invitee, tenant, or other Person. It also includes any animal that is allowed to enter, brought into, or found anywhere within the Project, regardless of where the animal is located, how long it remains on the Project, or whether its presence is authorized by any Owner, Resident, guest, invitee, tenant, or other Person.

The animals identified in Sections 8.8.1 through 8.8.5 are strictly prohibited, as they are commonly classified as high-risk by insurance providers or are otherwise unsuitable for residential settings.

8.8.1. Prohibited Birds

Notwithstanding anything to the contrary in the Governing Documents, the following types of birds are prohibited from being kept within the Project: all types of birds including but not limited to crows, poultry, and raptors, except for the following types of birds that are not prohibited: African Grey, Amazon, Caique, Canary, Cockatiel, Cockatoo, Conure, Eclectus, Finch, Lorikeet, Lory, Lovebird, Macaw, Parakeet, Parrot, Parrotlet, or Poicephalus.

8.8.2. Prohibited Cats

Notwithstanding anything to the contrary in the Governing Documents, the following types of cats are prohibited from being kept within the Project: all types of Bobcat, Bengal, Canadian Lynx, Chausie Cat, Caracal, Geoffroy's Cat, Jungle Cat, Maine Coon, Manul, Ocelot, Pixiebob, Savannah, Serval, and any other cat not normally considered a common pet house cat.

8.8.3. Prohibited Dogs

Notwithstanding anything to the contrary in the Governing Documents, the following types of dogs are prohibited from being kept within the Project: all types of Akita, Bandog, Boxer, Bulldog, Bully Kutta, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, German Shepherd, Great Dane, Gull Dong, Japanese Tosa, Malamute, Mastiff, Pit Bull Terrier, Presa Canario, Rottweiler, Rhodesian Ridgeback, Siberian Husky, Staffordshire Terrier, Wolf Hybrid, and any other dog not normally considered a common pet dog.

8.8.4. Prohibited Fish

Notwithstanding anything to the contrary in the Governing Documents, the following types of fish are prohibited from being kept within the Project: all types of Arapaima, Boxfish, Catfish (excluding commonly kept aquarium species such as Corydoras), Carp, Electric Eel, Piranha, Pufferfish, Snakehead, Stingray, Stonefish, Triggerfish, and any other fish not normally considered a common indoor pet fish.

8.8.5. Prohibited Rodents

Notwithstanding anything to the contrary in the Governing Documents, the following types of rodents are prohibited from being kept within the Project: all types of rodent including but not limited to mice and rats, except for the following types of rodents that are not prohibited: hamsters, gerbils, guinea pigs, chinchillas, and rabbits (though rabbits are not technically classified as rodents).

8.8.6. Outdoor Pets Prohibited

Pets are prohibited from being outdoors within the Project at any time, except as expressly permitted herein. A pet may be taken outside a Unit only if it is on a leash or securely held, and under the control of a responsible party. The responsible party shall carry appropriate receptacles and shall immediately clean up and remove any feces or other debris left by the pet while outdoors.

Notwithstanding the foregoing, pets may be kept in the fully fenced yard of a Unit, but only to the extent that the pet remains within the fenced area and does not create a nuisance as defined in Section 8.8.7 – Pet Nuisance.

8.8.7. Pet Nuisance

No pet—or the owner, keeper, or responsible party of any pet—shall cause or permit any nuisance in connection with that pet. The term “nuisance,” as used herein in relation to pets, includes, without limitation: (1) causing damage to any property; (2) creating offensive or unpleasant odors; (3) contributing to unsanitary conditions; (4) defecating on any Common Area or the Lot of another Unit if the feces are not immediately cleaned up and removed; (5) barking, howling, whining, or making other noises that disturb the peace and quiet enjoyment of others; (6) lunging at, jumping on, harassing, attacking, chasing, or otherwise acting aggressively toward persons or animals, including those who are walking, running, riding bicycles, or traveling in vehicles; (7) escaping from a leash, yard, Unit, or the control of a responsible party; (8) engaging in conduct or creating conditions that unreasonably disturb, annoy, bother, or interfere with the peace and enjoyment of others; (9) keeping more than the number or types of pets permitted under the Governing Documents or applicable Rules; or (10) failing to register a pet with the Association, where such registration is required.

The Board shall have the authority to adopt Rules that further define or clarify what constitutes a nuisance in relation to pets.

8.8.8. Pet Removal

The Association may require the permanent removal of any pet from the Project only if the pet bites and breaks the skin, causes injury requiring medical attention, or otherwise physically harms any person or animal—whether on the Common Area or any other portion of the Project.

Permanent removal shall be effective upon written notice to the pet owner and the Owner of the Unit where the pet is kept. However, minor incidents that do not result in serious harm—such as bites that do not break the skin, superficial scratches, or inadvertent contact causing no injury—shall not constitute grounds for immediate removal but may constitute a nuisance under Section 8.8.7 – Pet Nuisance.

In determining whether permanent removal is required, the Board may consider evidence of intentional provocation or abuse of the pet by the injured party or another Person as a mitigating factor.

If the pet is not permanently removed as required, the Board may arrange for such removal and recover all related costs—including enforcement, removal, and legal expenses—as provided in Section 8.8.9 – Joint and Several Liability.

8.8.9. Joint and Several Liability

Each pet owner and the Owner(s) of the Unit at which the pet is kept—whether such pet is registered with the Association or not—shall be jointly and severally liable to the Association for: (1) violations of the Governing Documents in any way related to the pet; (2) acts and omissions of, or in any way related to, the pet, regardless of intent or degree of negligence; (3) damage to the Common Area caused directly or indirectly by, or in any way related to, the pet; and (4) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to the pet.

8.8.10. Indemnification

Each pet owner and the Owner(s) of the Unit at which the pet is kept—whether such pet is registered with the Association or not—shall indemnify, defend, and hold harmless the Association and its Indemnitees from and against any and all actions, claims, damages, losses, liabilities, costs, and expenses (including regulatory fines, court costs, and attorney fees) of any kind whatsoever, whether direct or indirect, incurred by or asserted against the Association or its Indemnitees and arising out of or in any way related to the pet.

8.9. Temporary Structures

Except as otherwise provided in this Declaration, no Owner or Resident may place, install, use, or maintain any Temporary Structure on the Common Area.

Owners may place, install, use, or maintain Temporary Structures on their Lots, provided that no such structure: (1) constitutes a nuisance; (2) creates an unsafe condition; (3) interferes with or damages the Common Area or any lawn, landscaping, or other element subject to the Association's Maintenance Obligations; (4) is constructed, configured, maintained, or used to house, shelter, or contain any animal not expressly permitted under Section 8.8; (5) fails to comply with applicable laws and ordinances; or (6) violates any applicable architectural standards or façade requirements under this Declaration or duly adopted Rules.

Any Temporary Structure placed, installed, used, or maintained in violation of this Section shall, upon written notice from the Association, be removed by the responsible Owner within: (a) seven (7) days after such notice, in the case of a structure located on the Common Area; (b) thirty (30) days after such notice, in the case of a structure located on a Lot; or (c) such shorter time in either case as the Board may reasonably determine in circumstances involving risk to health, safety, compliance with law or insurance requirements, or the proper operation of the Association. If the Owner fails to remove the structure as required, the Association may remove it and recover all costs of removal, repair and/or restoration, and enforcement (including reasonable attorney fees), which shall be assessed against the responsible Owner as an Individual Assessment, in addition to any other remedies available under this Declaration or law.

8.10. Motor Vehicles

All motor vehicles driven on or transported into the Project shall be subject to the following restrictions:

8.10.1. Inoperative Vehicles

No damaged (in excess of \$1,000) or inoperative motor vehicle or transportation device of any kind shall be placed or remain on any Lot or adjacent street for more than forty-eight (48) hours.

8.10.2. Recreational Vehicles

No recreational, oversized, or commercial type vehicles, including tractor-trailer trucks, shall be parked in the front yard setback of any Lot, or within the side yard building setback on a street side of a corner Lot, or on any residential street, except while loading or unloading (no more than forty-eight (48) hours or more than one (1) time during any seven (7) day period).

8.10.3. Vehicle Storage

No pads used for the storage of vehicles or other materials either temporarily or permanently shall be constructed or installed, nor shall any trailers, mobile homes, trucks larger than one-ton capacity, boats, watercraft, campers not on a truck bed, motorhomes, buses, tractors, commercial, oversized, or recreational vehicles, or maintenance or commercial equipment of any kind be parked or stored in the Project unless behind the front yard setback and not within the side yard building setback on the street side of a corner Lot.

8.10.4. Vehicle Parking

No motor vehicle or other transportation device of any kind may be parked or stationed in an unsafe or dangerous manner, or so as to block access to a Lot, driveway, street, or other transportation devices.

Use of public streets is governed by City ordinances, and the Association has no authority to enforce parking or traffic rules on public rights-of-way.

8.11. Rentals

The term "tenant" as used in this Declaration means each renter, lessee, boarder, and occupant of a long-term or short-term rental and, to the extent allowed by law, each guest and invitee of each such renter, lessee, and occupant.

8.11.1. Long-Term Residential Rentals

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

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

8.11.2. Short-Term Residential Rentals

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

Short-term rentals shall be prohibited. Notwithstanding the foregoing, and subject to applicable laws and ordinances regarding the rental and leasing of real property, the Board shall have the authority to establish Rules to allow and govern short-term rentals. Such Rules may, but are not limited to: (1) establish uniform criteria for Dwellings to be used as short-term rentals; and (2) establish a schedule of fines specific to short-term rentals.

8.11.3. Tenants Subject to Governing Documents

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

8.11.4. Joint and Several Liability

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

8.11.5. Indemnification

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

9. COMPLIANCE AND ENFORCEMENT

Any violation of the Governing Documents that is permitted to remain within the Project is deemed a nuisance and is subject to abatement by the Association of an Owner in any manner allowed by law.

9.1. Compliance

Each Owner and Resident of a Unit shall comply with applicable law, this Declaration, the Bylaws, and any Rules and Resolutions adopted pursuant thereto. Failure to comply therewith shall be grounds for legal action by the Association or an Owner.

9.2. Remedies

Violation of any provision of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, acting on behalf of the Association, the right, in addition to any other rights set forth in applicable law or the Governing Documents, to do any or all of the following after giving notice and an opportunity to be heard: (1) levy reasonable fines in accordance with applicable law and the Bylaws; (2) enjoin, abate, or remedy such violation by any appropriate legal proceeding including but not limited to collection, lien, and foreclosure; and (3) bring suit or action against an Owner or Resident on behalf of the Association and/or on behalf of other Owners to enforce the Governing Documents.

In any legal proceeding or suit or action, the prevailing party shall be entitled to all costs and expenses, including but not limited to reasonable attorney's fees, of such proceeding, suit, or action.

9.3. Time Limit for Claims

Any legal or equitable claim by an Owner, Resident, vendor, service provider, or other third party—whether current or former—against the Association or any of its directors, officers, committee members, employees, managers, agents, or other representatives (each, a “Protected Party”), relating

to any act, error, omission, decision, condition, or circumstance for which a Protected Party is alleged to be responsible in connection with the management, operation, maintenance, condition, or governance of the Association or the Project, must be commenced within one (1) year after the date the claimant knew or reasonably should have known of the facts giving rise to the claim, regardless of whether the relief sought is legal or equitable, and whether the claim is for monetary or non-monetary relief.

This one-year period shall apply notwithstanding any otherwise applicable statute of limitations and is intended to reduce the cost and uncertainty of delayed or stale claims. By accepting or asserting rights under this Declaration, or by interacting with the Association or the Project, each such person or entity knowingly and voluntarily waives any right to bring a covered claim after the expiration of this one-year period.

9.3.1. Exceptions

This Section shall not apply to: (1) any claim brought by the Association itself against a Protected Party; (2) any claim alleging willful misconduct, gross negligence, or fraud; (3) any enforcement action brought by a governmental or regulatory agency; (4) any claim subject to a shorter limitations period under applicable law; or (5) any claim arising from a written contract with the Association that specifies a different limitations period.

9.3.2. Purpose

This provision is intended to: (6) preserve the availability and affordability of liability insurance for the Association and its volunteers; (7) encourage the timely resolution of disputes; (8) reduce legal uncertainty for current and former Protected Parties; and (9) support efficient and stable governance of the Association.

This Section shall be binding upon all Owners, Residents, vendors, service providers, and any other persons or entities—whether current or former—who are subject to, or who claim rights under, this Declaration, or who assert claims arising from their presence in, or dealings with, the Project or the Association.

9.4. Action by Owners

Subject to any limitations imposed by applicable law or this Declaration, an Owner may bring an action against any Owner(s) or the Association to recover damages or to enjoin, abate, or remedy a violation of the Governing Documents by any appropriate legal proceeding(s).

9.5. Injunctive Relief

Nothing in this article shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

9.6. Variances

Variances to the provisions contained in this Declaration may be granted by the Board only when strict application would create an unforeseen or unreasonable hardship to an Owner(s); however, such a hardship cannot be self-created, solely economic in nature, or generally present with respect to a majority of Owners, Residents, or Units. The Board cannot grant a variance that has the effect of modifying zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant. The granting of a variance consistent with this provision is within the sole discretion of the Board.

10. ASSESSMENTS

Assessments collected by the Association shall be used for: (1) the operation, administration, management, care, maintenance, repair, preservation, improvement, and protection of the Project; (2) preserving and enhancing the value of the Project; and (3) for carrying out the duties and limited powers of the Association.

Except as otherwise provided in this Declaration, each Unit shall be subject to Assessments.

10.1. Regular Assessment

The amount of the Regular Assessment in a given year shall be no less than the total amount of the Budget for that year.

Each Unit subject to Assessments shall, in each given year, be assessed an amount based on the Budget for that year that is equal to that of all other Units.

The Regular Assessment shall be payable to the Association in monthly installments as Association dues.

10.2. Special Assessment

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

10.3. Individual Assessment

The Board may levy an Individual Assessment against a particular Unit, Owner, and/or Resident for: (1) damage to the Project caused by the Owner or Resident, or a member of their household or guest, or that otherwise causes the Association to incur any expense for maintenance, repairs, or enforcement action; or (2) any services reasonably provided to, or any reasonable expenses incurred in relation to, the Unit due to an Owner's or Resident's failure to maintain the Unit, including to make emergency repairs to protect other Units, Owners, Residents, or Common Area. Such amount shall be determined by the cost of such damage, maintenance, repairs, enforcement action, services provided, or expenses incurred and shall include all overhead and administrative costs, reasonable attorney fees, and any other related costs.

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

10.4. Capital Assessment

The Board may, as a Capital Assessment component of the Regular Assessment or otherwise, levy a Capital Assessment upon obtaining the assenting vote of at least sixty-seven percent (67%) of the membership in the Association.

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

10.5. Reserve Assessment

As required by Utah Code § 57-8a-211, the Association shall, in each fiscal year, levy a Reserve Assessment as a component of the Regular Assessment. The amount levied shall be sufficient to fund the Reserve Fund at a level of 100%, including inflation adjustments, as established by the most recently performed reserve study.

10.6. Reinvestment Fee Covenant

With respect to each conveyance of a Unit to a new Owner beginning with the first Owner of the Unit for purposes of occupancy, a reinvestment fee (the "Reinvestment Fee") shall be paid to the Association in the amount, and calculated in the manner, established from time to time by: (1) the Declarant during the Control Period; or (2) thereafter, the Board, by duly adopted Resolution.

The Reinvestment Fee may be set as a fixed dollar amount per conveyance or as a percentage of the gross consideration paid for the Unit, not to exceed the maximum amount permitted by applicable law, currently one-half percent (0.5%) of the gross consideration.

No Reinvestment Fee shall be effective until the Declarant or the Association, as applicable, records a Notice of Reinvestment Fee stating the fee amount or percentage, and the method of calculation, in the Davis County land records, which Notice shall comply with Utah Code § 57-1-46, as amended.

The Reinvestment Fee shall be paid by the buyer unless otherwise agreed in writing by the buyer and seller, and shall be in addition to any pro rata share of Assessments due and adjusted at settlement. The purpose of this covenant is to facilitate the maintenance, repair, and replacement of the Common Area and other facilities for the benefit of the Project. The existence of this covenant precludes the imposition of any additional reinvestment fee covenant on the burdened property.

To the fullest extent practicable, the Reinvestment Fee shall be collected and disbursed to the Association at closing by the title company, escrow agent, or other settlement provider. All amounts collected shall be allocated solely to the Association's Reserve Fund.

The obligation to pay the Reinvestment Fee shall be a personal and continuing obligation of the party designated in writing by agreement between the buyer and seller, and absent such an agreement, the buyer. Conveyances by inheritance, probate, or other testamentary transfers, or by an Owner to a trust or similar entity of which the Owner is a beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

10.7. Other Fees

In addition to any other fees provided for herein, the Association shall be entitled to charge the following fees.

10.7.1. Fines

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

10.7.2. Closing Fee

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

10.7.3. Setup Fee

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

10.7.4. Late Payment Fee

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

10.7.5. Attorney Fees

In addition to any other rights under this Declaration, the Association shall be entitled to recover all reasonable attorney fees, administrative costs, and related expenses—including fees charged by collection agencies or other third-party vendors engaged by the Association to assist with enforcement or recovery—from any Owner, Resident, or other party. Recoverable expenses include, without limitation, amounts incurred in connection with: (1) enforcing or interpreting the Governing Documents; (2) collecting unpaid Assessments or other delinquent amounts, whether directly or through third parties; (3) initiating, prosecuting, or defending any legal, equitable, or administrative action—including litigation, arbitration, or mediation—arising from or relating to the Project, the Association, its operations, or its Members; (4) obtaining legal advice related to compliance, governance, enforcement, or disputes; (5) monitoring or participating in bankruptcy proceedings involving any Owner or other affected party; (6) preparing, recording, foreclosing, or enforcing a lien against a Unit; or (7) taking any other action reasonably necessary to protect the legal interests of the Association or to enforce its rights under law or this Declaration.

All such attorney fees, administrative costs, and related expenses shall constitute an Individual Assessment levied against the applicable Unit, Owner, and/or Resident, and shall be enforceable as a lien and collectible in the same manner as unpaid Assessments under this Declaration. Such amounts shall be due upon written demand.

For purposes of this Section, attorney fees and costs incurred by the Association include amounts paid directly by the Association and amounts paid or advanced on the Association's behalf by any insurer under a policy of insurance providing a defense or indemnity.

In addition, if any action is commenced between or among any parties relating to the Association, the Project, or the Governing Documents—including litigation, arbitration, or mediation—the prevailing party shall be entitled to recover its reasonable attorney fees and costs, including court costs, witness fees, and related expenses, from the non-prevailing party. In any action where no party prevails entirely, the court, arbitrator, or mediator may allocate fees and costs equitably based on relative success or failure.

Nothing in this Section shall obligate any party to reimburse attorney fees or costs incurred as a result of the bad faith, willful misconduct, or frivolous conduct of the Association or its agents.

10.7.6. Board-Established Fees

The Board may establish other reasonable and generally applicable fees using the rulemaking procedures provided in the Bylaws. Notwithstanding the foregoing, any such fee that is inconsistent with applicable law or the Governing Documents shall be void and unenforceable.

10.7.7. Interest

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

10.8. No Offsets

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

10.9. Statement of Unpaid Assessments

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

10.10. Due Dates and Collection

10.10.1. Assessments and Fees

The monthly installments of the Regular Assessment (i.e., dues) shall be due and payable in full by the first (1st) day of each month for that month.

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

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

10.10.2. Delinquency

Any assessment, fee, or other amounts due that are not paid in full by their due dates shall be considered delinquent.

10.10.3. Partial Payment

Partial payments shall be credited first to collection costs (including attorney fees), then to interest, then to late fees, then to the oldest assessments owed, and then the most recent assessments owed.

10.10.4. Collection

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

Amounts owed by any party under this Declaration or any other of the Governing Documents, including any assessments, fees, and interest accrued, that are delinquent for more than sixty (60) days may be submitted for collection. The owing party(s) shall pay all delinquent amounts owed together with any and all related costs, fees, and interest allowed by law and provided for in the Governing Documents. Should collection be performed by a third-party agent, the owing party(s) hereby covenants and agrees to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total delinquent amounts as well as all

legal and other fees and costs related to their collection, with or without suit, including administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. This provision shall remain in force against all parties owing any amount to the Association both during and after membership or residency therein.

10.10.5. Joint and Several Liability

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

10.10.6. Lien

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

WITH RESPECT TO ANY LIEN NOW OR HEREAFTER EXISTING, EACH OWNER HEREBY WAIVES THE BENEFITS OF ANY HOMESTEAD OR EXEMPTION LAWS, WHETHER STATE OR FEDERAL, NOW IN EFFECT OR AS THEY MAY HEREAFTER BE ENACTED, TO THE FULLEST EXTENT PERMITTED BY LAW.

Pursuant to Utah Code §§ 57-8a-301(1) and 57-8a-301(4)(b), the Association may record a Notice of Lien against a Lot to evidence amounts secured by the Association's statutory lien. Such recording is expressly authorized by state statute and therefore does not constitute a wrongful lien under Utah Code § 38-9-102(12)(a).

10.10.7. Foreclosure

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

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

By taking a security interest in a Unit governed by this Declaration, lenders cannot make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees associated with the Unit if the Association takes title to the Unit in relation to any failure to pay assessments.

10.10.8. Payment by Tenant

Pursuant to Utah Code § 57-8a-211, the Association shall have a right to demand and collect rent from any tenant under a lease or similar agreement with an Owner of a Unit for any delinquent Assessment owed by the Owner to the Association that is more than sixty (60) days past due. Each tenant, by moving into the Project, agrees to be personally liable and responsible to the Association for all rent payments after the Association gives proper notice that rent payments shall be paid to

the Association.

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

10.10.9. Other Remedies

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

11. FINANCIAL RESPONSIBILITY

11.1. Balanced Budget Requirement

The Association shall adopt an annual operating Budget in which reasonably projected revenues equal or exceed projected expenses. Revenues must be based on reasonably predictable assessments, fees, or other recurring income, supported by prior years' performance or documented commitments. The Budget shall include all anticipated operating expenses, required reserve contributions under Article 13 – RESERVE STUDY AND FUNDING, and any debt service payments. The Board shall certify at the time of adoption that the budget is balanced and complies with this Section.

11.2. Short-Term Debt and Credit Obligations

The Association may incur short-term debt only if the full amount of the obligation is immediately covered by unencumbered liquid funds in the Association's general (non-reserve) accounts. Short-term debt shall not exceed ten percent (10%) of the Association's annual operating Budget without prior approval of the Members by Majority Vote. Reserve funds may not be pledged, borrowed against, or used to secure or pay short-term debt, except for expenditures specifically authorized under the Section 12.6 – Reserve Fund. Any credit card or revolving account must be in the Association's name, with all benefits accruing solely to the Association, and shall be subject to Board-adopted spending limits and controls. All short-term obligations must be repaid within the fiscal year incurred unless approved as long-term debt under Section 11.3 – Long-Term Debt Obligations.

11.3. Long-Term Debt Obligations

Any obligation exceeding one (1) fiscal year in repayment duration, requiring interest-bearing financing beyond twelve (12) months, or encumbering Association-owned real property shall be deemed long-term debt. No long-term debt may be incurred without the prior approval of at least sixty-seven percent (67%) of all allocated Voting Interests of the Members. The Member vote shall identify the purpose of the debt, the maximum authorized principal, and the anticipated repayment term. Approval for long-term debt shall not be construed as blanket authority; each borrowing must be separately authorized.

11.4. Investment of Association Funds

The Board may, without a vote of the Members, invest Association funds only in FDIC-insured or equivalent cash-equivalent instruments, including money market accounts, certificates of deposit, treasury securities, or insured savings accounts. Investment of funds in any non-cash-equivalent assets, including equities, mutual funds, corporate bonds, or real estate investment trusts, requires the approval of at least sixty-seven percent (67%) of all allocated Voting Interests of the Members. Reserve funds must be invested and maintained in compliance with Utah Code § 57-8a-211 and segregated from operating accounts. The Board shall at all times exercise fiduciary care consistent with the standard of a prudent person managing the assets of another.

11.5. Certification and Disclosure

Each year, when the Board circulates the annual budget, it shall also provide Members with a written certification of compliance with this Article, confirming that the Budget, reserve funding, debt, and investment policies are consistent with the requirements herein.

12. BUDGET, DUES, AND FUNDS

12.1. Budget Adoption

The Board shall prepare and adopt a Budget no later than thirty (30) days prior to the beginning of each fiscal year. The Budget shall be provided to all Owners upon its adoption by the Board.

12.2. Budget Composition

For each fiscal year, the Budget shall include the Association's estimated annual income and expenses. The Budget shall include line items for at least the following components:

12.2.1. Dues Income

This line item reflects the Association's projected annual income from Regular Assessment installments.

12.2.2. Reinvestment Fee Income

This line item reflects the Association's projected annual income from reinvestment fees.

12.2.3. Miscellaneous Income

This line item reflects the Association's projected annual miscellaneous income, including interest, fines, fees, and other anticipated receipts.

12.2.4. Insurance Expenses

This line item reflects the Association's projected annual insurance expenses for premiums on the Association's insurance policies.

12.2.5. Common Expenses

This line item reflects the Association's projected annual expenses for Common Expenses.

12.2.6. Debt Expenses

This line item reflects the Association's projected annual expenses for repayment of any debt obligations, including principal, interest, and related financing costs, in accordance with Article 11 – FINANCIAL RESPONSIBILITY.

12.2.7. Reserve Component

This line item reflects the Association's projected annual reserve contributions required to be deposited into the Reserve Fund in accordance with the funding obligations set forth in Article 13 – RESERVE STUDY AND FUNDING.

12.2.8. Additional Line Items

This line item reflects any additional income or expense categories the Board reasonably elects to include in the Budget.

12.3. Dues Calculation

The monthly dues for each Unit shall be calculated by dividing the total estimated annual expenses of the Association, as set forth in the Budget, by the number of Units, and then dividing the result into equal monthly installments, which shall be rounded up to the nearest whole dollar.

12.4. Capital Fund

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

12.5. Insurance Fund

Because the Project consists solely of detached single-family homes, all Dwelling and Lot insurance obligations rest with the Owners. The Association shall have no duty to obtain or maintain property insurance on any Dwelling, Lot, or privately owned Improvement. If the Board elects to obtain property insurance on Common Area elements (such as entry monuments, signage, irrigation infrastructure, or perimeter fencing), the Board may budget for any deductible obligations as part of its annual operating budget or through the Reserve Fund, but no separate "Insurance Fund" shall be required.

12.6. Reserve Fund

The Board shall establish and maintain one or more Reserve Funds in accordance with Utah Code § 57-8a-211. Each Reserve Fund shall be held in an account separate from all other Association funds, as required by Utah Code § 57-8a-211(9)(b).

Each Reserve Fund shall be used exclusively for the repair, replacement, or restoration of Common Areas and Common Facilities that: (1) have a useful life of three (3) years or more; and (2) have a remaining useful life of less than thirty (30) years, as provided in the Act. Reserve Funds may not be used for operating expenses, ordinary maintenance, or Capital Improvements, except as expressly permitted by law.

13. RESERVE STUDY AND FUNDING

13.1. Periodic Reserve Studies Required

The Board shall cause a reserve analysis to be conducted at least once every six (6) years and updated at least once every three (3) years, in accordance with Utah Code § 57-8a-211.

13.2. Reserve Funding

The Association shall maintain a Reserve Fund in accordance with Utah Code § 57-8a-211. Following each reserve analysis or update, the Board shall review the findings and determine, in its discretion and as part of the annual budgeting process, the amount to be allocated to the Reserve Fund. Contributions to the Reserve Fund shall be made in accordance with the adopted budget.

14. INSURANCE

14.1. General Insurance Requirements

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

THE ASSOCIATION'S PROPERTY INSURANCE, IF ANY, APPLIES ONLY TO COMMON AREA IMPROVEMENTS OWNED OR MAINTAINED BY THE ASSOCIATION. IT DOES NOT INSURE ANY DWELLING, LOT, OR PRIVATELY OWNED IMPROVEMENT.

OWNER COVERAGE. Each Owner shall, at the Owner's sole cost, obtain and maintain at all times during ownership of a Unit: (1) property insurance (HO-3 or equivalent) covering the Dwelling and all Improvements on the Lot, insuring against loss or damage by fire and other hazards normally covered under extended coverage; (2) personal liability insurance with minimum limits as may be set by the Board by Resolution; and (3) such other coverages as are customary for detached single-family homes.

Each Owner should consult a qualified insurance agent to ensure adequate coverage, including coverage for Dwelling replacement, personal property, personal liability, loss of use, and any applicable deductibles. The Association may require each Owner to provide proof of such insurance upon reasonable request. Failure to maintain or provide proof of insurance shall constitute a violation of this Declaration and may subject the Owner to enforcement action, including an Individual Assessment equal to the Association's cost to obtain "force-placed" coverage, if deemed necessary by the Board.

DEDUCTIBLES. All deductibles, uncovered losses, and uninsured costs relating to a Dwelling, Lot, or other privately owned Improvements are the sole responsibility of the applicable Owner.

ASSOCIATION COVERAGE. The Association shall obtain and maintain all insurance coverage expressly required by applicable law and this Declaration, which may include liability insurance for Common Areas, directors and officers liability insurance, and fidelity/crime insurance covering Association funds. The Board may, but is not obligated to, obtain additional coverage for Common Area improvements (such as entry monuments, signage, irrigation, or fencing) if it determines such

coverage to be prudent and cost-effective. Nothing herein shall be construed to require the Association to obtain or maintain property insurance on any Dwelling, Lot, or privately owned Improvement.

14.2. Association Property Insurance

Optional Coverage: The Association may obtain and maintain property insurance covering Common Area improvements customarily insurable under commercial property insurance, which may include entry monuments, signage, irrigation infrastructure, and similar features expressly owned or maintained by the Association. Such insurance, if obtained, shall be written on a replacement-cost basis, if commercially available, and shall provide coverage against perils typically included under a “special form” property policy, to the extent applicable.

Nothing in this Section shall be construed to require the Association to obtain or maintain property insurance for any Unit, Lot, or privately owned Improvement, which shall remain the sole responsibility of the Owner in accordance with Utah Code § 57-8a-404(2) and Section 14.1.

Coverage Limits: The coverage limits under each property policy shall be based on the full insurable replacement cost of the covered property, as determined in accordance with generally accepted insurance industry standards at the time of issuance and at each renewal.

Common Area Deductible: Any property insurance for the Common Area shall carry a deductible in an amount that the Board reasonably determines to be appropriate in light of the value of the insured improvements and the cost of available insurance. Deductibles and uninsured costs associated with such Common Area coverage shall be paid by the Association as a Common Expense.

14.3. Association Liability Insurance

Mandatory Coverage: The Association shall obtain and maintain in force a policy of comprehensive general liability (CGL) insurance insuring the Association, its officers, directors, committee members, agents, and employees, as well as all Owners in their capacity as Members of the Association. The policy shall provide coverage against liability arising from: (1) the ownership, use, operation, or maintenance of the Common Area; (2) activities or operations conducted by or on behalf of the Association within or affecting the Project; and (3) the performance of the Association’s duties under this Declaration or applicable law.

The policy shall include a Severability of Interest Endorsement (also known as a Separation of Insureds clause), or an equivalent provision, ensuring that coverage applies separately to each insured and is not voided due to the negligent act or omission of another insured.

Coverage Limits: The policy shall provide limits of not less than Two Million U.S. Dollars (\$2,000,000) per occurrence for bodily injury, death, or property damage, or such higher limits as the Board may determine are reasonably necessary in light of industry standards, premium costs, or the level of risk applicable to the Project.

Deductible: The deductible under any such policy shall be in an amount the Board reasonably determines to be commercially appropriate in light of available policy options, premium cost, and Project-specific risk factors. Deductibles and uninsured costs relating to Common Area liability claims shall be paid by the Association as a Common Expense.

14.4. Association Directors and Officers Insurance

Mandatory Coverage: The Association shall obtain and maintain Directors and Officers (D&O) liability insurance protecting the Association and its Board members, officers, committee members, volunteers, employees, and any managers and their employees against claims arising from alleged governance-related acts, errors, or omissions. To the extent available and insurable, such coverage shall include, without limitation: (1) wrongful acts, errors, or omissions in the performance of official duties; (2) mismanagement, negligence, or breach of fiduciary duty; (3) failure to maintain adequate reserves or to comply with statutory reserve funding requirements; (4) failure to enforce the Governing Documents or to comply with applicable law; (5) failure to maintain required records, minutes, disclosures, or financial reporting; (6) breach of contract, to the extent permitted by law and insurable under applicable policy terms; (7) claims for monetary or non-monetary relief, including injunctive or declaratory remedies; (8) claims brought under fair housing, anti-discrimination, or civil rights laws; (9) defamation, libel, slander, or similar reputational harm; and (10) claims brought by vendors, governmental entities, Members, or other third parties.

Coverage Limits: The policy shall provide limits of not less than Two Million U.S. Dollars (\$2,000,000) per claim, or such higher amount as the Board determines to be prudent in light of industry standards and risk factors.

Deductible: The policy shall include a deductible (also known as a retention) in an amount the Board determines, based on a written, good-faith analysis recorded in the minutes, to be commercially reasonable in light of premium cost, available coverage options, relevant risk factors, and the scope of coverage provided. As a guideline, the Board should endeavor to maintain a deductible not exceeding \$1,000 per claim whenever feasible.

Tail Coverage: The Association shall use commercially reasonable efforts to obtain D&O insurance that includes a minimum of one (1) year of tail coverage, or longer if commercially reasonable, following policy expiration or cancellation, to protect against post-termination claims arising from acts occurring during the policy term.

14.5. Association Fidelity Insurance

Mandatory Coverage: The Association shall obtain and maintain in force a fidelity insurance policy or bond (also referred to as crime coverage or employee dishonesty insurance) that insures against theft, fraud, or embezzlement of Association funds. The policy shall cover dishonest acts committed by any individual handling or with access to Association funds, including but not limited to the Association's directors, officers, committee members, employees, volunteers, managing agents, employees of any management company, and any other agents or contractors with access to Association funds.

To the extent commercially available, such policy shall include: (1) coverage for computer fraud, forgery, and funds transfer fraud; (2) a minimum of thirty (30) days' written notice to the Association prior to cancellation or non-renewal; and (3) designation of the Association as the named insured.

Coverage Limits: The policy shall provide limits in an amount not less than the greater of: (1) the highest combined balance of all Association operating and reserve accounts at any point during the preceding calendar year; or (2) an amount equal to three (3) months of total regular assessments on all Units plus the current balance of all reserve accounts, based on the most recently approved annual budget in effect at the time the policy is procured or renewed.

Deductible: The deductible (retention) shall be in an amount the Board determines, based on a good-faith written analysis recorded in the meeting minutes, to be commercially reasonable in light of premium cost, policy availability, and the Association's financial risk tolerance. As a guideline, the Board should endeavor to maintain a deductible not exceeding \$1,000 per occurrence whenever feasible.

14.6. Exclusive Authority to Negotiate Insurance

The Board shall have the exclusive authority to negotiate, obtain, and maintain all insurance required or permitted under this Declaration and applicable law on behalf of the Association. Any policy or purported coverage not authorized by the Board shall be void and of no effect as to the Association.

This authority extends solely to Association insurance policies required or permitted under this Article and shall not be construed to affect any Owner's obligation to obtain insurance.

15. DECLARANT RIGHTS

The Declarant may delegate or assign any or all of its Development Rights or other Declarant rights by written instrument recorded in the official records of the County against all Lots within the Project. All rights of the Declarant under this Declaration shall inure to its successors and assigns, whether by conveyance, assignment, merger, or operation of law.

"Development Rights" means the rights reserved to the Declarant in this Article 15 – DECLARANT RIGHTS, including without limitation the right to: (1) annex additional land to the Project; (2) replat, subdivide, or adjust Lots; (3) modify or reconfigure Common Area; (4) merge, phase, or subdivide portions of the Project; and (5) remove property from the Project, as such rights are described in this Article, as amended from time to time.

The Declarant shall be deemed to possess the Development Rights until the earliest of: (a) seven (7) years after the date on which the last Lot within the Project is conveyed to an Owner for occupancy; (b) the express surrender of such rights by a written instrument recorded in the official records of the County against all Lots in the Project; or (c) the date on which the Declarant records an instrument voluntarily surrendering all rights to control the Association, which instrument shall also constitute a relinquishment of any remaining Development Rights.

15.1. Declarant Control Period

The Control Period shall continue until the earliest of the following: (1) the date on which the Declarant no longer owns any Lot or undeveloped parcel within the Project and no longer possesses any Development Rights reserved under this Declaration; (2) the date on which the Declarant records an instrument evidencing such surrender in the official records of the County against all Lots within the Project, and delivers a copy of that recorded instrument to the Association, which shall constitute written notice; or (3) the maximum period permitted under Utah Code § 57-8a-502.

The Control Period as defined in this Declaration includes and satisfies the "period of administrative control" as defined in Utah Code § 57-8a-102(21), as amended. Any reference in the Act to the "period of administrative control" shall be deemed to refer to and include the Control Period as described herein.

Notwithstanding anything to the contrary in this Declaration, the Articles of Incorporation, or the Bylaws, the following provisions shall govern during the Control Period:

15.1.1. Declarant Voting Interests

The Declarant shall hold one hundred percent (100%) of the Association's Voting Interests, regardless of the number of Class A Members or Units sold.

15.1.2. Declarant Exercise of Association Powers

The Declarant shall have the exclusive authority to exercise any power or authority otherwise assigned to the Association under applicable law, this Declaration, or the other Governing Documents, including powers typically exercised by the Board or by vote of the Members. The Declarant may act directly in lieu of the Association or the Board and is not required to delegate or assign any such power to others.

This allocation of authority is authorized by Utah Code § 16-6a-801(2)(b), which permits a nonprofit corporation's articles to authorize one or more persons to exercise powers otherwise exercised by its board of directors, and by Utah Code § 57-8a-102(21), which recognizes that during the period of administrative control, the Declarant may exercise powers assigned to the Association under its governing documents. The Declarant's authority under this Section shall be deemed to satisfy both statutes for the duration of the Control Period.

15.1.3. Declarant Control of the Board

The Declarant shall have sole authority to appoint, remove, or modify the number, qualifications, terms, and powers of Board members, if any. The Declarant or the Declarant-appointed Board may exercise all powers and duties of the Board without calling or holding Board meetings.

15.1.4. No Officers

Any requirements relating to Officers shall not apply during the Control Period. Officers, if any, and their titles, powers, and duties shall be determined exclusively by the Declarant.

15.1.5. No Board Meetings

No Board meetings shall be required. If any are held, they may be called and conducted solely at the discretion of the Declarant or any Declarant-appointed Board, subject at all times to the Declarant's overriding authority.

15.1.6. No Meetings of Members

No annual, special, or other meetings of Members shall be required or held during the Control Period, unless the Declarant chooses to call such a meeting. The Declarant may take any action on behalf of the Association without a Member meeting. Any Board appointed by the Declarant shall likewise have full authority to act on behalf of the Association without a Member meeting, and no action of the Declarant or the Declarant-appointed Board shall require Member approval during the Control Period.

15.1.7. No Action by Written Ballot

Members shall not conduct business by written ballot, except as expressly permitted by the Declarant, who may facilitate such action in its sole discretion.

15.1.8. No Notice

The Declarant and any Declarant-appointed Board shall be exempt from all notice requirements under the Governing Documents to the fullest extent permitted by law.

15.1.9. Rules Determined by Declarant

Only the Declarant or Declarant-appointed Board may adopt, amend, suspend, or enforce Rules during the Control Period. The Declarant is expressly exempt from all Rules and from the rulemaking procedures in the Governing Documents.

15.1.10. Architectural Control

The Declarant shall not be subject to any architectural control provisions or requirements set forth in the Governing Documents.

15.1.11. Use Limitations and Restrictions

The Declarant shall not be subject to any use restrictions, limitations, or similar provisions in the Governing Documents.

15.1.12. Amendment by Declarant

The Declarant shall have exclusive authority to amend, restate, or record this Declaration or any other Governing Document. Such amendments may be made unilaterally and without notice or Member approval.

15.1.13. Supremacy During Control Period

In the event of any ambiguity, inconsistency, or conflict between this Article and any other provision of this Declaration, the Articles of Incorporation, the Bylaws, or any other Governing Document, this Article shall govern and control during the Control Period to the fullest extent permitted by law.

Any provision of the Governing Documents that is subject to interpretation during the Control Period shall be construed in favor of the Declarant's rights, authority, and discretion, and no provision shall be deemed to limit or restrict the Declarant's powers unless expressly and unequivocally stated.

15.1.14. Exemption from Reinvestment Fee for Certain Declarant Conveyances

Notwithstanding anything to the contrary in this Declaration, during the Control Period the Declarant, in its capacity as developer of the Project, may convey one or more Lots directly to one or more builders, pursuant to Declarant Rights described in Sections 15.2, 15.3 and 15.4, without payment of the Reinvestment Fee described in Section 10.6 – Reinvestment Fee Covenant. This exemption applies only to bona fide conveyances for the purpose of constructing Dwellings and the related Improvements on such Lots. Any subsequent conveyance of such Lots by the builder, whether to another builder, Owner, or other purchaser, shall remain fully subject to the Reinvestment Fee. This exemption shall automatically terminate upon expiration of the Control Period and shall not apply to any conveyance thereafter.

15.2. Phased Development Control

The Declarant reserves the right, at its sole discretion, to develop the Project in phases. The Declarant may modify, expand, or phase the development of any portion of the Project without requiring consent from the Association or its Members. This includes, but is not limited to, the right to amend, restate, or revise the Plat, development plans, phasing schedules, infrastructure timing, and land use designations within the Project. Adjustments may include reallocation of easements, modification of shared access points, and adjustments to utility and service corridors as deemed necessary by the Declarant.

15.3. Merge or Subdivide Phases

The Declarant reserves the right, at its sole discretion, to merge multiple phases of the Project or to subdivide any single phase into smaller development stages. The Declarant may modify the size, configuration, or number of Lots within any phase or combined phases as it deems necessary or desirable to accommodate changes in market conditions, regulatory requirements, or construction needs. The Declarant may exercise this right without requiring approval from the Association, its Board, or its Members, and any such modifications shall be binding on all Owners and Members of the Association.

15.4. Expand or Modify the Project Boundaries

The Declarant may, during the Control Period and at its sole discretion, modify, adjust, expand, or contract the boundaries of the Project or any portion thereof, provided such modifications involve property or Lots owned by the Declarant, affect Association-owned property (including Common Area), or involve Lots within the Project with the prior written consent of the affected Lot Owner(s). Such modifications may include, but are not limited to, adjustments to Lot lines, reconfiguring or reallocating Common Area, annexing additional land, or removing portions of the Project. Any modifications or adjustments shall be effective upon the recordation of an appropriate deed or amendment to the Plat, as required by applicable law. The Declarant is expressly authorized to execute such deeds or Plat amendments on behalf of the Association, in its capacity as the controlling authority during the Control Period, provided such actions comply with applicable subdivision and zoning laws. The following additional rights are reserved by the Declarant, without requiring the consent of the Association or its Members:

15.4.1. Annexation of Additional Land

The Declarant may annex additional land to the Project, including adjoining property or land in proximity to the Project. Any annexed land shall become part of the Project and subject to this Declaration upon recordation of an appropriate amendment to the Plat or other recorded instrument.

15.4.2. Modification or Adjustment of Lot Lines

The Declarant may modify or adjust Lot lines within the Project, provided such adjustments comply with applicable law and do not interfere with the property rights of the Owners of the impacted Lots unless their prior written consent is obtained.

15.4.3. Reconfiguration of Common Areas

The Declarant may, at its sole discretion, reconfigure or reallocate Common Area within the Project to accommodate changes in development plans, infrastructure requirements, market demands, or other considerations consistent with the Project's overall development plan. Such reconfigurations or reallocations may occur even if they impact or alter Owners' prior easements or other interests in such Common Area, provided the affected easements or interests are expressly subject to modification under this Declaration or applicable law. All modifications must be documented through an amendment to the Plat or other recorded instrument and comply with all applicable laws and regulations.

Such reconfigurations and reallocations shall not require the consent of the Association or its Members and shall take effect upon the recordation of the appropriate amendment to the Plat or other recorded instrument.

For example, the Declarant may reallocate a portion of Common Area for the creation of additional Lots or other lawful uses, including by transferring title to such Common Area from the Association to the Declarant, provided that such actions are documented in an amendment to the Plat or other recorded instrument.

The Declarant shall have the authority to execute and record any documents necessary to effectuate such reconfigurations, reallocations, or transfers, including amendments to the Plat, deeds, or other instruments, either in its capacity as the Declarant or on behalf of the Association. All such actions shall take effect upon the recordation of the appropriate amendment or instrument in the County recorder's office.

15.4.4. Removal of Portions of the Project

The Declarant reserves the right to remove portions of the Project from the jurisdiction of this Declaration and the Association if it determines, in its sole discretion, that such portions are no longer necessary or suitable for the Project. Any such removal shall be effective upon recordation of an amendment to the Plat or other appropriate recorded instrument.

15.4.5. Declarant Authority and Binding Effect

The rights and authority reserved to the Declarant under this section shall be binding upon the Association and its Members. No Member or Owner shall have the right to object to or interfere with the Declarant's exercise of its rights under this section, except as expressly provided in this Declaration or required by applicable law.

15.5. Declarant Exemption from Rules

The Declarant, along with its agents, employees, contractors, and successors, shall be exempt from all Association rules, restrictions, and limitations that would interfere with or hinder the development, construction, marketing, or sale of Lots within the Project. This exemption includes, but is not limited to, rules and restrictions related to noise, construction hours, placement of signage, and temporary use of Common Areas for staging, storage, or sales activities. Furthermore, the Declarant may undertake any actions reasonably necessary to facilitate the development, construction, operation, or sale of any portion of the Project without being subject to rules that would otherwise apply to Owners or Residents.

15.6. Future Planning and Zoning Rights

The Declarant retains the exclusive right, without requiring approval from the Association or its Members, to make any zoning changes, easement adjustments, replatting, or improvements on the remaining undeveloped portions of the Project. This includes, without limitation, the right to petition and negotiate with governmental or regulatory authorities for changes in land use, density, zoning classifications, setback requirements, or any other planning decisions that the Declarant deems desirable for the continued development of the Project. Additionally, the Declarant may, by recorded instrument and in compliance with applicable law, establish, modify, relocate, reduce, or terminate public or private easements, and may adjust, reconfigure, or relocate Common Area (even if such areas have been depicted on a recorded Plat or conveyed to the Association), provided that such action does not materially diminish the overall Common Area serving the Project.

15.7. Retention of Architectural and Design Control

The Declarant shall retain sole and exclusive control over all architectural approvals, design decisions, and any other related matters until the expiration of the Control Period. The Declarant may, at its discretion, approve, disapprove, or modify any architectural submissions, including those

related to individual Dwellings, Common Areas, or future construction phases, without seeking approval or input from the Association, Board, or any Members. During this period, any existing or future architectural review committees or similar bodies shall have no authority over decisions made by the Declarant. No Owners or Members may object to or interfere with the Declarant's architectural or design decisions, which shall be final and binding. Such decisions shall not be subject to review or appeal by any architectural review committee, the Board of Directors, or any other entity associated with the Association.

15.8. Marketing and Sales Rights

The Declarant retains the right to use the Common Area and any other facilities of the Project for marketing, sales offices, staging, or events related to the sale of Lots or Dwellings. This right shall extend to the Declarant's agents, employees, contractors, designees, successors, and assigns, who may place signs, displays, or other promotional materials in and around the Project and conduct marketing or sales events at their discretion, including the use of model homes, temporary sales offices, and promotional signage, even after some or all of the Project is occupied by Owners or Residents. The Declarant may exercise these rights and conduct related activities, including exterior improvements, architectural alterations, and landscaping changes, without seeking or obtaining approval from the Association or complying with architectural or use restrictions that may apply to other Owners or Residents. These rights shall remain in effect until all Lots or Dwellings within the Project have been sold and conveyed to third-party purchasers for occupancy. Neither the Declarant nor those to whom its rights extend shall be subject to any restrictions or rules imposed by the Association or its Members that would interfere with or limit these marketing and sales rights. Furthermore, the Declarant and its designees shall not be bound by architectural, aesthetic, or use limitations intended for residential Owners, allowing them full discretion in their marketing and sales activities within the Project.

15.9. Limitation on Interference with Declarant Rights

Notwithstanding any other provisions in this Declaration, the Articles of Incorporation, or the Bylaws, neither the Association, the Board, nor any Owner shall take or permit any action that would interfere with or limit the rights of the Declarant as set forth in this Declaration without the Declarant's prior written consent. Any such action, if taken, shall be deemed null and void to the extent it conflicts with or restricts the Declarant's rights hereunder. The rights, privileges, and exemptions afforded to the Declarant in this Declaration shall remain effective and enforceable until expressly terminated or assigned by the Declarant in a recorded instrument.

16. PROCEDURAL IRREGULARITIES

16.1. Waiver of Procedural Irregularities

Only Owners shall have standing to object to or assert claims against the Association regarding alleged procedural irregularities. Irregularities or inaccuracies that do not constitute a material violation of applicable law or deprive an Owner of a statutory right shall be deemed waived under the following circumstances: (a) if the objecting Owner did not object within thirty (30) days after the action; (b) if the objecting Owner was present at a meeting and failed to raise an objection to a perceptible irregularity at that time; (c) if the objecting Owner was absent but notice of the meeting was provided in a manner consistent with Utah Code §§ 16-6a-704 and 57-8a-214; (d) if the objecting Owner was absent, formal notice was not given, but the Owner had actual notice before

the meeting occurred; or (e) if the Owner received notice after the action and failed to object within thirty (30) days.

Consistent with Utah Code § 16-6a-705, an Owner's attendance at a meeting constitutes a waiver of any objection to lack of notice or defective notice, and of any objection to the consideration of matters not described in the meeting notice, unless the Owner makes a timely objection at the beginning of the meeting or when the matter is presented.

Nothing in this Section shall waive or limit an Owner's right to challenge actions for failure to satisfy quorum, statutory notice, or other non-waivable legal requirements.

16.2. Objections to Irregularities

All objections to procedural irregularities or inaccuracies, except those made orally at a meeting as provided in Section 16.1, shall be made in a writing, which may include electronic transmission, that is signed or otherwise authenticated by the objecting Owner and delivered to the Association at its registered office, or to such other address or electronic address as the Board may designate from time to time. The date on which the writing is received by the Association shall control for purposes of waiver.

Whether made at a meeting or in writing, objections must: (1) be specific; (2) to the extent reasonably possible, identify the particular provision(s) of the Governing Documents or applicable law alleged to have been violated; and (3) include a brief statement of the facts supporting the alleged violation.

Any purported objection to procedural irregularities or inaccuracies that does not comply with the foregoing requirements shall not be considered a valid objection for purposes of this Declaration, unless applicable law requires otherwise.

16.3. Non-Waivable Irregularities

Any procedural irregularity or inaccuracy resulting from fraud, or from a knowingly and intentionally committed violation of the Governing Documents or applicable law that was knowingly and intentionally committed, shall not be subject to waiver under this Article. Nothing in this Article shall be construed to waive or limit an Owner's right to challenge actions for failure to satisfy quorum, statutory notice, or other non-waivable legal requirements.

17. INDEMNIFICATION

17.1. Indemnification Generally

Any obligation in this Declaration, the Articles of Incorporation, or the Bylaws for any party to indemnify, defend, or hold harmless the Association shall include an obligation for that party to similarly indemnify, defend, or hold harmless the Association's Board, officers, Members, committee members, volunteers, employees, agents, trustees, Residents, and Manager(s), and the directors, officers, members, and employees of such Manager(s).

18. GENERAL

18.1. Principle Place of Business

The principal place of business of the Association shall be the address listed in the Homeowner Associations Registry maintained by the Utah Department of Commerce, as updated from time to time in accordance with applicable law. Unless otherwise specified in this Declaration or required by law, notice to the Association may be delivered to that address.

18.2. Registered Agent for Service of Process

For purposes of service of process, the Association's registered agent is the individual or entity designated in the records of the Utah Division of Corporations and Commercial Code. The registered agent may be changed by filing the appropriate documentation with that office in accordance with applicable law. Notices given under this Declaration shall not constitute service of process and must instead comply with Section 18.3 – Notices.

18.3. Notices

All notices required or permitted under this Declaration shall be provided in accordance with Utah Code § 57-8a-214, as amended. Unless otherwise required by law or specifically stated in the Governing Documents, notice to an Owner may be delivered by: (1) personal delivery to the Owner or their designated representative; (2) U.S. mail, postage prepaid, to the Owner's last known address on file with the Association; or (3) electronic means, including email, provided the Owner has given prior written consent to receive notices electronically in accordance with applicable law.

Notice shall be deemed delivered on the earliest of: (a) actual receipt; (b) three (3) calendar days after deposit in the U.S. mail; or (c) successful electronic transmission, as reasonably documented by the Association.

18.4. Applicability

This Declaration and the other Governing Documents, as lawfully amended from time to time, shall apply to and be binding upon all present and future Owners, Residents, and their respective guests, invitees, service providers, and any other Persons who enter upon the Project or make use of any portion of the Common Area.

Each Owner shall reasonably comply—and shall ensure that their Residents, guests, invitees, and service providers reasonably comply—with the Governing Documents, in accordance with Utah Code § 57-8a-212.5.

Failure to comply shall constitute a violation of the Governing Documents and may result in enforcement action by the Association, including fines, the imposition of Individual Assessments, recovery of damages, injunctive relief, or any combination thereof. In a proper case, an aggrieved Owner may also bring an enforcement action as permitted by law.

18.5. Constructive Notice

This Declaration has been duly recorded in the official records of the county in which the Project is located and constitutes constructive notice to all Persons of its contents. By acquiring any interest in a Unit, residing in the Project, entering upon any portion of the Project, or using any portion of the Common Area, each Owner, Resident, guest, invitee, and other Person is conclusively deemed to have received notice of, and to have accepted and agreed to be bound by, the provisions of this Declaration and the other Governing Documents, both personally and with respect to any interest they hold in, or use they make of, any portion of the Project.

18.6. Fiscal Year

The fiscal year of the Association shall commence on January 1 and end on December 31 of each calendar year. The initial fiscal year shall begin on the date of the Association's incorporation and end on the next December 31.

18.7. Compensation

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their service to the Association. However, such individuals may be reimbursed for actual, reasonable expenses incurred in the performance of their authorized duties, subject to Board approval.

Nothing in this Section shall be construed to authorize any manager, contractor, employee, or other Person who is otherwise compensated by the Association to serve as a Director, elected Officer, committee member, or volunteer. However, if any such Person does serve in such a capacity, they shall not receive additional compensation for that service beyond the compensation paid for their primary duties.

Notwithstanding the foregoing, this Section does not prohibit the Association from compensating an appointed Officer for services rendered in that role, subject to Board approval and any applicable contractual or employment arrangement.

18.8. Conflicts

In the event of any conflict in applicable law and the Governing Documents: (1) the provisions of applicable law; (2) this Declaration; (3) the Articles of Incorporation; (4) the Bylaws; (5) the Resolutions of the membership of the Association; (6) the Resolutions of the Board; and (7) the Rules shall prevail in that order.

18.9. Amendment

This Declaration may be amended or restated with the approval of at least sixty-seven percent (67%) of the Members in Good Standing, as determined in accordance with the Bylaws. Such approval shall be obtained by written ballot or any other lawful procedure authorized by the Bylaws or applicable law.

Any proposed amendment or restatement shall be prepared at the direction of the Board by an attorney licensed to practice in the State of Utah with substantial experience in Utah homeowners association law. Upon approval, a Director is authorized to execute, certify, and cause the amendment or restatement to be recorded in the office of the County Recorder. No amendment shall be effective until it has been duly recorded in accordance with applicable law.

18.10. Incorporation of Governing Documents

For purposes of interpreting the Nonprofit Act as applied to the Association, this Declaration—including any amendments, restatements, or replacements thereof—shall, to the fullest extent permitted by law, be construed as though it were part of the Bylaws. Any reference in the Nonprofit Act to a provision of the Bylaws shall be deemed to include this Declaration, including provisions establishing authority, procedures, rights, or restrictions that appear in this Declaration rather than in the Bylaws.

All Governing Documents validly adopted under this Declaration, the Articles of Incorporation, or the Bylaws—including any Rules, Resolutions, or other duly enacted instruments, along with any amendments, restatements, or replacements thereof—shall be construed, to the extent permitted by law, as integrated and mutually reinforcing. Interpretation of this Declaration and all other

Governing Documents shall be guided by the order of priority set forth in Utah Code § 57-8a-228(5).

If any provision of this Section is deemed invalid for purposes of the Nonprofit Act but remains valid under the Act, other applicable law, or another Governing Document, such provision shall continue in effect for those purposes. All remaining provisions shall remain enforceable to the fullest extent permitted by law.

Nothing in this Section shall be construed to alter, override, or subject to Bylaw procedures any provision of this Declaration, the Articles of Incorporation, or any other Governing Document incorporated or referenced herein. Each such document shall remain subject to its own terms and to the amendment and governance procedures applicable to it under the Governing Documents and applicable law. This incorporation is solely for purposes of construing references to “bylaws” under the Nonprofit Act and shall not be construed to merge or subordinate the authority of any such incorporated document.

All Governing Documents of the Association, whether or not separately recorded, are binding upon Owners to the extent authorized by and consistent with this Declaration. The enforceability of such Governing Documents derives from this Declaration and the Act, and the failure to record them independently shall not impair their validity.

18.11. Incorporation of Exhibits

All exhibits attached to this Declaration—including, without limitation, the Bylaws attached as Exhibit B and the Articles of Incorporation attached as Exhibit C—are incorporated into this Declaration by reference, are recorded contemporaneously herewith, and, together with this Declaration, constitute covenants running with the land that are binding upon and enforceable against all Lots and Units within the Project.

18.12. No Estoppel or Reliance

No person may rely on any statement, representation, or authorization by the Board, any Director, the Manager, or any other agent of the Association that is contrary to the Governing Documents, including this Declaration, regardless of the circumstances or the manner in which such statement or action was made. No claim of estoppel, waiver, detrimental reliance, or any similar equitable theory shall be enforceable against the Association based on such reliance.

Nothing in this Section limits the Association’s ability to assert any equitable or legal claims or defenses—including estoppel, waiver, or similar doctrines—in enforcing the Governing Documents, protecting its interests, or defending itself in any legal or administrative proceeding.

18.13. No Representations or Warranties

EACH OWNER AND RESIDENT, AND THEIR RESPECTIVE GUESTS AND INVITEES, BY ACCEPTING TITLE TO A UNIT, RESIDING IN THE PROJECT, OR ENTERING UPON ANY PORTION OF THE PROJECT, EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT THE ASSOCIATION, ITS BOARD, OFFICERS, DIRECTORS, AGENTS, AND ANY MANAGER(S) MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY CONCERNING THE DESIGN, CONSTRUCTION, PHYSICAL CONDITION, MAINTENANCE, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR

PURPOSE OR USE OF ANY PORTION OF THE PROJECT, INCLUDING ANY UNIT, COMMON AREA, OR IMPROVEMENT THEREIN.

ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

NO ORAL OR WRITTEN STATEMENT, REPRESENTATION, DISCLOSURE, OR OMISSION—WHETHER MADE BY THE ASSOCIATION, ITS REPRESENTATIVES, OR CONTAINED IN ANY MATERIALS OUTSIDE THE GOVERNING DOCUMENTS—SHALL BE DEEMED TO CREATE ANY WARRANTY OR MODIFY THE DISCLAIMERS SET FORTH HEREIN.

18.14. Waiver

The failure, delay, or omission by the Association, its Board, or any authorized agent to enforce any provision of the Governing Documents shall not be deemed a waiver, abandonment, or relinquishment of the right to enforce such provision in the future, nor shall it be construed as a waiver of any other provision. No waiver of any breach or violation shall be effective unless made in a writing specifically identifying the provision being waived and signed by an authorized representative of the Association. Any such waiver shall apply only to the specific instance for which it was given and shall not be construed as a continuing waiver or a waiver of any other provision, whether similar or dissimilar. No Owner, Resident, or other Person may rely on the Association's past conduct or prior non-enforcement as a defense to any current or future enforcement action.

18.15. Time Limit for Claims

Any claim, action, proceeding, or other form of litigation arising out of or related to this Declaration, the Bylaws, the Articles of Incorporation, or any other Governing Document—whether based in contract, tort, statute, or equity—brought by any Person against the Association, the Board, or any Director, Officer, Manager, agent, volunteer, contractor, or employee of the Association, must be commenced within twelve (12) months after the cause of action accrues. Any such claim not timely commenced shall be deemed forever waived and barred, regardless of any longer limitation period that might otherwise apply under law.

18.16. Governing Law

This Declaration, and all other Governing Documents of the Association (unless otherwise expressly stated therein), shall be governed by, construed under, and enforced in accordance with the laws of the State of Utah, without regard to any conflict-of-laws principles. Any dispute relating to the Governing Documents, the Association, or the Project shall be subject to the exclusive jurisdiction of the courts located in the State of Utah, unless otherwise required by applicable law.

18.17. Jurisdiction

Any action, suit, or other proceeding relating to this Declaration, the Governing Documents, the Association, or the Project shall be brought exclusively in a state court located in the State of Utah or, if federal jurisdiction exists, in a federal court located within the State of Utah. To the fullest extent permitted by law, each current and former Owner, Resident, vendor, service provider, and any other Person who is subject to, who claims rights under, or who asserts claims relating to the Governing Documents, the Project, or the Association—including claims arising from their presence in, use of, or dealings with the Project—irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue or forum non conveniens. This Section shall be binding upon each such Person regardless of whether their relationship with the Association or the

Project is current, expired, or terminated.

18.18. Severability

If any provision of this Declaration or any other Governing Document, or the application thereof to any Person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable (an "Invalid Term"), such Invalid Term shall be severed or, if permitted by law, modified and interpreted so as to most closely reflect the original intent of the Governing Documents. In any such event, the remaining provisions of the Governing Documents shall remain valid and enforceable to the fullest extent permitted by law.

18.19. Gender and Number

Except as otherwise expressly stated, all terms used in the Governing Documents—regardless of gender, number, or tense—shall be deemed to include the masculine, feminine, or neuter gender; the singular or plural number; and the past, present, or future tense, as the context and circumstances reasonably require to give effect to the intent of the Governing Documents.

18.20. Headings

Except as otherwise expressly stated, the headings, captions, and titles used in the Governing Documents are included solely for convenience of reference and shall not be deemed to define, limit, or describe the scope or intent of any provision. They shall have no legal effect and shall not be used in the interpretation or construction of the Governing Documents.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the date written below.

DECLARANT



Nate Shulz, Manager
Castle Creek Homes, LLC

State of Utah)
County of Weber) ss.

On the 19 day of September, in the year 2020, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is an authorized Manager of the Declarant, did sign this instrument of his own free will, and that the Declarant shall be bound by the same.

(Seal)




NOTARY PUBLIC SIGNATURE

[EXHIBITS FOLLOW THIS PAGE]

EXHIBIT A – Plat and Legal Description

True and correct copies of the recorded plats for Phases 1, 2, and 3 of Layton Parke Estates are attached hereto and incorporated herein by this reference in their entirety, including all legal descriptions contained therein.

Legal Description:

PHASE 1: Lots 101–110, 113–121, and 123–156 (53 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 1, recorded February 6, 2019, as Entry No. 3142007, and as amended by the First Amended Plat recorded August 19, 2019, as Entry No. 3179801, and the Second Amended Plat recorded October 21, 2020, as Entry No. 3306380, all in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers 11-844-0101 through 11-844-0110, 11-844-0113 through 11-844-0121, and 11-844-0123 through 11-871-0156.

PHASE 2: Lots 201–254 (54 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 2, recorded August 23, 2022, as Entry No. 3494066 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers 11-911-0201 through 11-911-0254.

PHASE 3: Lots 301–310 (10 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 3, recorded July 14, 2021, as Entry No. 3399850 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers 11-890-0301 through 11-890-0310.

EXHIBIT B – Bylaws

A true and correct copy of the Bylaws of Layton Parke Estates Homeowners Association, Inc., follows this page.

**FIRST AMENDED AND RESTATED
BYLAWS
FOR
LAYTON PARKE ESTATES
HOMEOWNERS
ASSOCIATION, INC.**

Layton City, Davis County, Utah

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FIRST AMENDED AND RESTATED BYLAWS

These First Amended and Restated Bylaws (the “Bylaws”) are made by Castle Creek Homes, LLC (the “Declarant”), with reference to the following recitals:

1 RECITALS

- A. WHEREAS, the Declarant has established Layton Parke Estates (the “Project”) in multiple phases pursuant to that certain Declaration of Covenants, Conditions, and Restrictions recorded in the Recorder’s Office of Davis County, Utah, together with its duly recorded amendments and supplements¹ (collectively, the “Declaration”); and
- B. WHEREAS, the Association has been organized as a Utah nonprofit corporation (the “Corporation”) under the Utah Revised Nonprofit Corporation Act, Utah Code Title 16, Chapter 6a (the “Nonprofit Act”), to administer the affairs of the Project and enforce the Declaration and other Governing Documents; and
- C. WHEREAS, the Association is also subject to the Utah Community Association Act, Utah Code Title 57, Chapter 8a (the “Act”), which requires that an association’s bylaws be recorded in the county in which the Project is located; and
- D. WHEREAS, pursuant to the Declaration and applicable law, the Declarant currently retains certain rights and authority during its period of administrative control (the “Control Period”) as provided in Utah Code § 57-8a-102(21) and Article 16 – DECLARANT RIGHTS of the Declaration, and in furtherance thereof has authority to adopt, amend, and restate the Bylaws of the Association; and
- E. WHEREAS, the Declarant continues to own one or more Lots within the Project and has not yet surrendered its rights of control under the Declaration; and
- F. WHEREAS, the Declarant desires to adopt these First Amended and Restated Bylaws of the Association to govern its corporate procedures and operations in a manner consistent with the Declaration, the Act, and the Nonprofit Act;
- G. NOW THEREFORE, the Declarant adopts these First Amended and Restated Bylaws of Layton Parke Estates Homeowners Association, Inc., which shall run with and bind the Lots within the Project, be binding upon and enforceable against all Owners, and inure to the benefit of the Declarant, the Association, and all Owners and their respective successors and assigns.

¹ Declaration of Protective Covenants – Layton Parke Estates, recorded on February 14, 2019, as Entry No. 3143362 (the “Original Declaration”); First Amendment to the Original Declaration, recorded on August 14, 2019, as Entry No. 3179802; Second Amendment to the Original Declaration, recorded on August 21, 2020, as Entry No. 3284917; Third Amendment to the Original Declaration, recorded on July 14, 2021, as Entry No. 3399851; and Supplemental Amendment to the Original Declaration, recorded on August 23, 2022, as Entry No. 3494067, all in the Recorder’s Office of Davis County, Utah. These First Amended and Restated Bylaws of the Association are recorded concurrently as Exhibit B to the First Amended and Restated Declaration.

2 DEFINITIONS

These definitions apply only within these Bylaws and are not intended to alter, amend, or supersede the definitions set forth in the Declaration, which control for all property rights, obligations, and interests created under the Declaration.

H. **Act.** “Act” means the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*, as amended from time to time.

I. **Act, Nonprofit.** “Nonprofit Act” means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended from time to time.

J. **Action.** “Action” and “action” each means an official action taken, decision made, or thing done by the Association or Board.

K. **Action, Proposed.** “Proposed Action” and “proposed action” each mean a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members as an action by written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.

L. **Articles of Incorporation.** “Articles of Incorporation” and “Articles” each mean the Association’s articles of incorporation as amended or restated from time to time and as duly filed with the state of Utah.

M. **Association.** “Association” means **Layton Parke Estates Homeowners Association, Inc.**, a Utah nonprofit corporation, together with any successor Utah nonprofit corporation, or any successor entity or unincorporated association, however denominated, that assumes or succeeds to the Association’s rights and obligations under its Governing Document and applicable law. The Association shall continue to exist and function for all purposes of these Bylaws and the other Governing Documents regardless of its corporate status, including during any period of dissolution, winding up, reinstatement, or reincorporation.

N. **Attorney-in-Fact.** “Attorney-in-Fact” and “attorney-in-fact” each mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or other similar authorizing instrument. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner’s estate, with respect to the deceased Owner’s Unit as if the Owner for purposes of all notices, meetings, proxies, and votes described in the Governing Documents but not for purposes of eligibility requirements.

O. **Board of Directors.** “Board of Directors” and “Board” each mean the entity, regardless of name, with primary authority to manage the affairs of the Association. For all purposes under the Act and the Nonprofit Act, these terms shall have the same meaning as defined and used in those Acts, including any successor terms used to identify the Association’s primary governing body.

P. **Bylaws.** “Bylaws” means these bylaws of the Association as they may be amended or restated from time to time and as duly recorded in the recorder’s office of the County.

Q. **“Common Area”** “Common Area” means only those easements or tracts expressly designated on the Plat or in this Declaration for Association ownership, control, or maintenance, including without limitation the Landscape Buffer Easement(s) and Entry Monument(s) together with any landscaping, irrigation, signage, lighting, and other related improvements located thereon.

Common Area does not include public streets, sidewalks, utilities, or other property dedicated to or controlled by the City or another governmental or utility entity.

R. **Control Period.** "Control Period" means the period during which the Declarant (or any successor in interest) retains authority to: (1) appoint or remove members of the Association's Board of Directors; or (2) exercise any power or authority assigned to the Association under the Declaration or the other Governing Documents. The Control Period is intended to have the same meaning and legal effect as the "period of administrative control" defined in Utah Code § 57-8a-102(21), and any reference in the Act to the "period of administrative control" shall be deemed to refer to and include the Control Period as defined in these Bylaws.

S. **County.** "County" means **Davis County** in the State of **Utah**.

T. **Declarant.** "Declarant" means **Castle Creek Homes, LLC, and Castle Creek Homes II, LLC**, a Utah limited liability company doing business under the name Castle Creek Homes, LLC, together with any lawful successor or assign of either, including any entity to whom all or a portion of the rights of Declarant under this Declaration are transferred by written instrument or by operation of law.

U. **Declaration.** "Declaration" means the declaration of the Association, including all covenants, conditions, and restrictions as contained therein, as duly amended or restated from time to time and as duly recorded in the recorder's office of the County.

V. **Director.** "Director" means an individual who is duly elected or appointed as a member of the Board of Directors in accordance with these Bylaws and applicable law.

W. **Good Standing.** "Good Standing" means: (a) free of any delinquent assessments, fines, or other amounts owed to the Association; and (b) free of any unresolved violations of the Governing Documents for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing.

X. **Governing Documents.** "Governing Documents" means, collectively, the Declaration, the Plat, the Articles of Incorporation filed with the Utah Division of Corporations, these Bylaws, and all amendments thereto, together with all duly adopted and published Rules, Resolutions, and any other written decisions of the Association made pursuant to and in implementation of such documents. This Declaration, Plat, and Bylaws shall be recorded in the real property records of the County and provide constructive notice pursuant to Utah Code Ann. § 57-3-102. Rules, Resolutions, and other written decisions of the Association, although not required to be recorded, are binding upon all Owners, Residents, tenants, occupants, and invitees by virtue of ownership, occupancy, or use of any Lot within the Project and their agreement to comply with the Governing Documents. The validity, enforceability, and continuity of the Governing Documents shall not be affected by any change in the Association's corporate status.

Y. **Lot.** "Lot" means any separately platted or otherwise legally described parcel within the Project that is designated solely for residential use and intended for development of a Unit, as shown on the Plat or described in this Declaration, and as permitted by applicable zoning or land use approvals.

Z. **Manager.** "Manager" means any Person engaged by the Board to manage all or part of the Association including the Common Area. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

AA. **Member.** "Member" means the Owner of any Lot or, in the case of multiple Owners of the same Lot, all such Owners collectively. There shall be one Member per Lot, regardless of the number of co-Owners, and notice given to any one such Owner shall constitute notice to the Member and all co-Owners of that Lot.

BB. **Minutes.** "Minutes" means an official record of the actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, a meeting of a committee, action taken by written ballot, or action taken without a Board meeting. Minutes should include: (1) the name of the Association; (2) the type of meeting or, if an action without a meeting, a description of the proposed action; (3) the date, time, and place of the meeting or, if an action without a meeting, events related to the proposed action; (4) the names of the Directors, Officers, and Owners or their proxies or attorneys-in-fact present at the meeting or, if an action without a meeting, involved in the action; and (5) whether a quorum was present at the meeting or, if an action without a meeting, in the action. Once approved, Minutes shall be signed and dated by a Director or Office to verify their approval.

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

DD. **Owner.** "Owner" means a Person holding a Present Ownership Interest in a Lot. *See also* Attorney-in-Fact and Owner Representative. Notwithstanding the foregoing, if a Lot is subject to an executed purchase contract, the purchaser as opposed to the seller shall be considered the Owner upon presentation of a copy of the contract (even with reasonable redactions) to the Board or Manager.

EE. **Owner Representative.** "Owner Representative" means a director, officer, member, manager, beneficiary (but not a trustee or grantor), or other authorized representative of an Owner that is a legal entity, as such Owner shall appoint from time to time. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of all notices, meetings, proxies, votes, and eligibility requirements described in the Governing Documents.

FF. **Person.** "Person" means an individual, corporation, partnership, company, association, trust, or other legal entity of any kind whatsoever.

GG. **Plat.** "Plat" means the one or more plat maps of all phases and portions of the Project, as such plats are or may be duly recorded, and as they may be amended, corrected, or re-recorded from time to time in the recorder's office of the County.

HH. **Present Ownership Interest.** "Present Ownership Interest" means, with respect to a Lot: (1) a fee simple interest; (2) a joint tenancy, tenancy in common, or tenancy by the entirety; (3) a life estate; or (4) the beneficial interest of a beneficiary (but not of a trustee or grantor) in a trust that holds title to the Lot. Notwithstanding the foregoing, a Present Ownership Interest does not include a security interest in the Lot, such as one held under a mortgage, deed of trust, or similar instrument.

II. **Project.** "Project" means all land, Lots, Units, Common Area, Improvements, rights, easements, and any other real or personal property that comprise **Layton Parke Estates**

Homeowners Association, Inc., as described in the Declaration and shown on the Plat, including all existing and future phases.

JJ. **Resident.** “Resident” means any natural person residing in a Dwelling, including without limitation Owners, tenants, family members of Owners or tenants, and their guests staying more than a month.

KK. **Resolution.** “Resolution” means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule but is void to the extent it conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws.

LL. **Rule.** “Rule” means a duly adopted rule, regulation, policy, procedure, or the like, but not a Resolution, established by the Board for the purpose of the operation, administration, control, or regulation of the Association.

MM. **State.** “State” means the State of Utah.

NN. **Unit.** “Unit” means: (1) a detached single-family dwelling and the Lot upon which it is constructed; or (2) the Lot itself prior to construction of the dwelling; together with (3) all Improvements constructed on the Lot; and (4) all rights, easements, and appurtenances associated with that Lot and Improvements.

OO. **Violation.** “Violation” means an act or condition that is not in compliance with the provisions of the Governing Documents.

3 BINDING NATURE OF BYLAWS

3.1 Covenants that Run with the Land

3.1.1 General Binding Effect

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

3.1.2 Provisions Touching and Concerning the Land

The provisions of these Bylaws that govern the rights and obligations of Owners with respect to their Units (including the underlying Lots), and the use and enjoyment of the Common Area, are expressly intended to touch and concern the land and to run with title thereto. Such provisions include, without limitation: (a) membership rights and voting tied to the ownership of a Unit; (b)

Good Standing requirements based on compliance and the payment of assessments and other financial obligations; (c) rulemaking and restrictions affecting the use of Units and Common Areas; (d) enforcement measures, including notices of violation, fines, and liens against Units; and (e) general applicability to all Owners, Residents, and any Persons lawfully entering upon or using the Common Area.

3.2 Bylaws as Subordinate Covenants

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

4 MEETINGS OF MEMBERS

4.1 Annual Meetings of Members

An annual meeting of the Members shall be held during the first quarter of each calendar year, at a date, time, and location within the County as designated by the Board. The primary purpose of the annual meeting shall be the election of one or more members of the Board of Directors, along with the transaction of such other business as may properly come before the Members.

If the annual meeting is not held during the first quarter of any given year, the Board may call the meeting to be held as soon as reasonably practicable thereafter. If the Board fails to notice and schedule the meeting by the end of the following month (i.e., by April 30), any group of Members holding at least ten percent (10%) of the total voting interests may call and administer the annual meeting by providing notice in accordance with these Bylaws and the Act, provided that the business conducted at such a Member-called meeting shall be limited solely to the election of Directors to fill any expired terms.

Once such a Member-called meeting has been duly noticed, the Board may not separately call or administer any meeting that overlaps in timing or effect, or that would compete with or interfere with the Member-called meeting, regardless of its stated purpose. The Member-called meeting shall be deemed the Association's official annual meeting for that year.

4.2 Special Meetings of Members

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

If the Board fails to notice and schedule a duly requested special meeting within sixty (60) days of receiving the request, any group of Members holding at least ten percent (10%) of the total voting interests may call and administer the special meeting by providing notice in accordance with these Bylaws and the Act, provided that the business conducted at such a Member-called meeting shall be limited solely to the purpose stated in the original request.

4.3 Electronic Meetings of Members

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

4.4 Notice of Meetings of Members

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

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

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall give notice of the specific purpose for the meeting and a description of any matter that a Member intends to raise for Member approval at the meeting.

4.5 Quorum at Meetings of Members

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

4.6 Voting at Meetings of Members

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

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

4.7 Action by Written Ballot

At the discretion of the Board—or, in the case of a properly submitted written request signed by a majority of the Members and delivered to the Board—any action that may be taken at a meeting of Members may instead be taken without a meeting, and without prior notice, if the Association delivers a proper written ballot to every Member eligible to vote, in accordance with Utah Code § 16-6a-707.

In the case of a duly requested Member-initiated action by written ballot, if the Board fails to authorize and deliver the ballot within sixty (60) days of receiving the written request, any group of Members holding at least ten percent (10%) of the total voting interests may cause the written ballot to be prepared and delivered, provided that the action submitted for vote is limited solely to the purpose stated in the original request and the process complies with the requirements of these Bylaws and the Nonprofit Act.

4.7.1 Effect

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

4.8 Meeting Minutes

The Secretary shall take and maintain minutes of all actions taken at meetings of Members, Board meetings, and actions taken without a meeting, including actions taken by written ballot.

If the Secretary is unavailable, unwilling, or otherwise unable to perform these duties, the Board may designate any Director or other responsible individual to take and/or maintain such minutes.

In the case of any Member-administered meeting or action by written ballot conducted in accordance with these Bylaws or applicable law, a person designated by the Members organizing and administering the action shall take and maintain minutes of the proceedings. Such designation shall either be identified in the meeting notice or recorded in the minutes themselves.

In any event, the Secretary—or the person duly designated in accordance with this Section—shall accept and maintain all such minutes in the Association's official records in accordance with the Nonprofit Act.

To the extent practicable, at the end of each meeting, those present shall review, correct as needed, and approve the minutes, then direct the Secretary or other designated minute-taker to sign and date the approved minutes.

Pursuant to the requirements of Section 1601 of the Nonprofit Act, all Minutes shall be kept in the permanent records of the Association.

4.9 Eligibility of Members to Vote

Voting rights and restrictions are governed primarily by Article 4 -- MEMBERSHIP CLASSES AND VOTING INTERESTS of the Declaration. The following provisions are included for convenience and administrative clarity and shall be interpreted consistently with, and subordinate to, the Declaration.

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

4.10 Proxy Appointments by Members

Members may vote in person or by proxy in any meeting of Members. Each proxy appointment form used for a meeting of Members, or true and complete copy thereof, shall be retained with the Minutes of the corresponding meeting as part of the Association's permanent records.

4.10.1 Content

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

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Unit for which the proxy is being appointed; (2) the printed name of the individual being appointed as proxy; (3) the date of the meeting for which the proxy is appointed or other period of time during which the proxy appointment is valid; (4) the day, month, and year the proxy appointment form was signed; (5) the appointing individual's signature; and (6) the appointing individual's full legal name (collectively the "Proxy Information").

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

4.10.2 Receipt

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

4.10.3 Validity

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

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

If multiple proxies are appointed for the same Unit, the most recently appointed proxy shall be the only valid appointment. If, in the sole discretion of the Board, the most recently appointed proxy is not clear then all shall be considered invalid. Votes by invalid proxy shall be considered invalid.

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

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

4.10.4 Revocation

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

4.11 Conduct at Meetings of Members

All voting at a meeting of Members, including for the election of Directors, shall be conducted by means of written ballot in accordance with these Bylaws and applicable law.

The Board shall provide a reasonable opportunity during each meeting of Members for Owners to offer comments. The Board may designate a specific time period for such comments and may establish reasonable limits on duration or format.

Residents and other individuals who are not Owners may not attend meetings of Members unless expressly authorized by the Board for a specific purpose. The Board may invite third parties to attend and participate in meetings of Members as needed to support the business of the Association, including legal counsel, service providers, consultants, or other professionals.

The Board may adopt Rules governing decorum and procedural conduct at meetings of Members, so long as such Rules are not inconsistent with the Governing Documents or applicable law.

4.12 Written Ballots

4.12.1 Content

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

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

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

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

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

A completed written ballot that, after reasonable investigation by and in the judgement of the Board, is deemed to not be what it purports to be: (1) shall not be considered valid and shall not be counted; or (2) within a reasonable period of time after a vote by written ballot but not to exceed ten (10) days, may be declared invalid and the election results may be adjusted accordingly at the discretion of the Board. Such a declaration shall be in writing signed by a majority of the Directors, shall include the records of the investigation, and shall be kept with the Minutes of the action by written ballot.

Written ballots may be in electronic form, and signatures on written ballots may be scanned or may be digital or electronic signatures in any form considered valid and enforceable under Utah law.

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

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

4.12.2 Delivery

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

4.12.3 Receipt

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

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

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

4.12.4 Validity

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

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

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

4.12.5 Ballot Preservation

Ballots and the votes cast on them shall not be secret. The use of secret ballots is prohibited for all meetings of the Members, meetings of the Board, and any other action conducted by or on behalf of the Association.

All written ballots—whether cast at a meeting or through a written ballot process—shall be preserved in their original form, along with a true and complete record of the votes cast, in the Association’s official records as part of the minutes of the corresponding meeting or action.

The Association, whether by its Board or any other agent, shall not redact, conceal, or otherwise obscure any portion of any written ballot for any reason, including in response to a records request. Full, unaltered copies of written ballots shall be made available in accordance with the Association’s record inspection policies and applicable law.

5 BOARD OF DIRECTORS

5.1 Number of Directors

The Board shall consist of three (3) Directors. That is, there shall be three (3) positions on the Board, each to be filled by an individual elected or appointed in accordance with these Bylaws.

5.2 Term of Directors

Each Director shall serve a term of three (3) years. Thereafter, each Director elected shall serve a full three-year term, maintaining a staggered structure so that only one Director position is subject to election in any given year.

To establish staggered terms for the initial Board—or upon the reconstitution of the entire Board due to all positions becoming vacant—term lengths shall be determined based on the number of votes received in the election: the candidate receiving the highest number of votes shall serve a three-year term, the candidate receiving the next highest shall serve a two-year term, and the candidate receiving the third highest shall serve a one-year term. In the event of a tie affecting the assignment of term lengths, the term to be assigned shall be determined by lot (such as a coin toss or random draw) conducted in a fair and open manner.

The resulting term assignments shall be recorded in the minutes of the meeting at which the election occurred and shall be deemed approved upon approval of those minutes.

5.3 Eligibility Requirements for Directors

Each Director and nominee for Director shall be a natural person who is an Owner, a Resident spouse of an Owner, or an Owner Representative if the Owner is a legal entity. However, such persons are eligible to be a nominee for Director only if they, and their corresponding Unit, are in Good Standing.

An Owner need not be a Resident to serve as a Director.

No more than one individual may serve as a Director on behalf of the same Unit at any given time, whether as an Owner, a trustee of a trust holding a Present Ownership Interest in the Unit, or an Owner Representative of a legal entity Owner of the Unit, regardless of the number of Owners, trustees, or Owner Representatives associated with the Unit.

If no eligible Owner self-certifies as a nominee for Director at least three (3) days before the written notice of a meeting of Members is sent, and if no eligible person is elected to serve as a Director at a duly called meeting of Members for that purpose, then the remaining Director(s) shall appoint a non-Member to fill the vacancy. If no Directors remain under these circumstances, the Manager may appoint a Board composed of non-Member Directors, who shall serve in accordance with Section 4.2 – Term of Directors.

5.4 Powers and Duties of the Board

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

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

5.5 Delegation of Powers and Duties of the Board

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

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

5.6 Resignation of Directors

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

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

the Director, effective at the end of the last day of the third month. A Director's resignation under this paragraph shall also be effective as a resignation from any office(s) held by the Director.

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

5.7 Removal of Directors

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

6 NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination of Directors

Nominations for Director elections shall be made either in advance of a meeting of Members through a written solicitation issued by the Board or Manager, from the floor at a meeting of Members duly called for Director elections, or both, as determined by the Board. The Board shall ensure that at least one of these nomination methods is used.

If nominations are solicited in advance, the solicitation shall be delivered to all Members eligible to vote no less than ten (10) days and no more than thirty (30) days before the written notice of the meeting is sent. The solicitation shall specify the number of Directors to be elected, the term and eligibility requirements for Directors, the deadline for submitting written nominations—at least three (3) days before the written notice of the meeting is sent—and a statement that each nominee must submit a signed self-certification to the Board accepting the nomination and confirming their eligibility.

To qualify as a solicited nominee, each nominee must submit their signed self-certification to the Board at least three (3) days before the written notice of the meeting is sent. Written ballots listing the names of all qualified self-certified nominees shall be included with the written notice of the meeting.

If nominations are permitted from the floor, each floor nominee must submit a signed self-certification to the Board accepting the nomination and confirming their eligibility before the vote takes place. Owners may vote for a qualified floor nominee by clearly writing the nominee's name on the written ballot.

6.2 Election of Directors

The election of Directors shall be conducted by written ballot, with candidates elected based on the highest number of votes received.

Directors may serve consecutive terms if re-elected.

6.3 Vacancies on the Board

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

If all positions on the Board become vacant, the Manager shall, in accordance with these Bylaws, call a special meeting of the Members to elect a new Board of Directors. If the Association does not have a Manager, or if the Manager fails to call a special meeting of the Members within two weeks of the entire Board becoming vacant, the first group of ten percent (10%) or more of the Members to provide proper notice of a special meeting of the Members on the door of each Dwelling shall, in accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members. To be proper in this situation, the notice of the special meeting of the Members shall also include copies of the names, signatures, and Unit addresses of the ten percent (10%) or more of the Members.

7 MEETINGS OF THE BOARD

7.1 Quarterly Board Meetings

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

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

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

7.2 Electronic Board Meetings

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

7.3 Notice of Board Meetings to Directors

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

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

7.4 Notice of Board Meetings to Owners

The Association shall provide notice of Board meetings to any Owner who has requested such notification in writing, including their email address. Notice shall be provided by email or any other lawful means, except in cases where notice is included in a previously provided Board meeting

schedule or for emergency meetings where each Director receives notice less than 48 hours before the meeting. The Secretary shall maintain an annual list of Owners requesting notifications, and their email addresses. Owners must renew their request in writing, including their email address, to receive notifications for the following fiscal year.

Notice of Board meetings to Owners shall, for each Board meeting, state the place, date, and time of the Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall include the necessary information for attending Owners to participate electronically as well.

7.5 Action without a Board Meeting

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

The Secretary shall keep and maintain Minutes of actions taken without a meeting.

7.5.1 Written Notice

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

7.5.2 Board Voting

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

If a Director fails to respond in writing by the time stated in the notice, such failure shall be deemed an abstention from voting and a waiver of the right to demand that action not be taken without a meeting, consistent with Utah Code § 16-6a-813(2).

An action may be approved without a meeting only if, by the end of the response time stated in the notice, the number of written approvals received equals or exceeds the number of votes that would be required to approve the action at a Board meeting at which all Directors then in office were present and voting. If any Director timely demands that action not be taken without a Board meeting, the proposed action shall instead be considered at a duly called Board meeting.

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

7.5.3 Effect

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

7.6 Quorum at Board Meetings

A majority of the Directors shall constitute a quorum sufficient for the Board to conduct Association business. The majority of the Directors shall be determined based on the number of positions on the Board regardless of whether such positions are all filled or vacant.

7.7 Proxy Appointments by Directors

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

7.8 Conduct at Board Meetings

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

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

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

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

7.9 Action by the Board

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

8 OFFICERS

8.1 Elected and Appointed Officers

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

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

8.2 Term of Officers

Elected officers shall serve for a term of one (1) year, but shall continue to serve until their respective successors are elected, or until their death, resignation, or removal.

Appointed officers shall serve until their death, resignation, or removal, with or without cause, by the Board.

8.3 Eligibility Requirements for Officers

All elected Officers shall at all times be Directors.

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

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

8.4 Election of Officers

Immediately following the election of a Director, each Director shall be deemed to hold an officer position based on their remaining Board term as follows: (1) the Director in the first year of their term shall serve as Secretary, (2) the Director in the second year of their term shall serve as Vice President and Treasurer, and (3) the Director in the third year of their term shall serve as President.

8.5 State Registration Requirement

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

8.6 Duties of Officers

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

8.6.1 President

The President shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the provisions of the Governing Documents; and (7) carry out all other duties prescribed by the Governing Documents and applicable law.

In the event the President is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of President for the necessary duration.

8.6.2 Vice-President

The Vice-President shall: (1) during the absence or disability of the President, perform all the duties of the President; and (2) perform such other duties as may be prescribed by the President or the Governing Documents.

In the event the Vice-President is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Vice-President for the necessary duration.

8.6.3 Secretary

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

In the event the Secretary is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Secretary for the necessary duration.

8.6.4 Treasurer

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

In the event the Treasurer is unable or unwilling to perform the foregoing duties, any Director or other individual designated by the Board shall assume the role of Treasurer for the necessary duration.

8.7 Delegation of Duties of Officers

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

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

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

8.8 Resignation of Officers

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

8.9 Removal of Officers

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

9 COMMITTEES

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

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

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

10 RULEMAKING PROCEDURES

10.1 Authority for Rulemaking

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

10.2 Procedures for Rulemaking

Rulemaking authority is subject to the limitations set forth in Article 3.9 – Powers and Rulemaking Limitations of the Declaration.

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

The Board shall deliver a notice of any changes to the Rules, along with a publication, electronic or otherwise, or a link thereto, of the current version of all the Rules, to all Members within fifteen (15)

days of the Board meeting at which changes to the Rules were made. Each such publication shall include: (1) the name of the Association; (2) an indication that the publication contains the most current Rules of the Association; and (3) the date of the Board meeting at which the most recent changes to the Rules were made.

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

Any Rule adopted in violation of Article 3.9 of the Declaration shall be void and unenforceable.

10.3 Notice for Rulemaking

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

10.4 Effective Date of Rules

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

10.5 Applicability of Rules

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

Owners and Residents of a Unit shall be jointly and severally liable for violations of the Governing Documents by Residents of the Unit who are not Owners, including tenants. Tenants shall not be personally responsible for violations committed solely by Owners, provided that the tenant has not contributed to or participated in such violations.

11 ENFORCEMENT PROCEDURES

11.1 Authority for Enforcement

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

Failure to enforce any provision of the Governing Documents shall not constitute a waiver or modification of that provision, nor shall it covenant constitute grounds for the abandonment of any covenant. Modification or abandonment of a provision or covenant herein shall only be effected by amendment of these Bylaws as provided for herein.

11.2 Reporting a Violation

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

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

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

11.3 Effect of Violations

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

11.4 Notice of Violation

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

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

11.4.1 Content

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

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

11.4.2 Delivery

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

If the offending party is a tenant of a rental Unit, the notice of violation should be delivered to both the tenant and Owner of the rental Unit.

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

11.4.3 Effective Date

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

11.5 Notice of Fine

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

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

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

11.5.1 Content

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

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

11.5.2 Delivery

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

If the offending party is a tenant of a rental Unit, the notice of fine should be delivered to both the tenant and Owner of the rental Unit.

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

11.5.3 Effective Date

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

11.6 Schedule of Fines

11.6.1 First Violation

A written notice of violation shall be issued for a first violation.

11.6.2 Second Violation

A fine in the amount of \$50 (fifty US dollars) shall be assessed if the first violation is not timely resolved or if a second similar violation occurs within a year of the first violation.

11.6.3 Third Violation

A fine in the amount of \$100 (one hundred US dollars) shall be assessed if the second violation is not timely resolved or if a third similar violation occurs within a year of the second violation.

11.6.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed if the third violation is not timely resolved or if a fourth or subsequent similar violation occurs within a year of the third violation.

11.7 Amount of Fines

The Board may, by Resolution, increase the amount of the fine imposed for a second violation. If it does so, the fines for a third and fourth violation shall automatically increase by the same percentage as the increase applied to the second violation.

11.8 Assessment of Fines

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

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial Notice of Violation and that violation continues unresolved and/or repeated for three subsequent Notices of Fine) the Association may submit the violation to an attorney for further resolution. In such an situation, the Owner(s) of the Unit and, as applicable, the Resident(s)

of the Unit shall be jointly and severally liable for all costs related to submission to an attorney for resolution including collection costs.

12 CORPORATE RECORDS

12.1 Record Keeping

Consistent with Section 227(1) of the Act and Section 1601(5) of the Nonprofit Act, and in addition to all other requirements under applicable law, the Association shall keep copies of the following records (the "Records") at its principal office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any adopted Resolutions; (5) the Minutes of all meetings of Members held over the most recent three (3) year period; (6) the Minutes of all Board meetings held over the most recent three (3) year period; (7) records of all actions taken without a meeting over the most recent three (3) year period; (8) all written communications to Members generally as Members for the most recent three (3) year period; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; (11) the most recent budget of the Association; (12) the most recent Reserve Study of the Association; and (13) certificates of insurance for each insurance policy held by the Association, or copies of the policies themselves.

12.2 Records Access

The Association may make the Records reasonably available to Owners, including by posting them free of charge on an Association-maintained website if available. If the Association does not have an active website, Records shall be made available by appointment during regular business hours at the Association's principal office or that of its Manager.

An Owner may request in writing to inspect or copy a Record. A written request shall describe with reasonable particularity the purpose for which the Record is sought and the specific Record(s) requested, consistent with Utah Code §16-6a-1602. If the Owner is a legal entity, the request shall include documentation showing that the requesting party is an authorized representative.

If an Owner requests that the Association provide copies or scans of Records, the Owner shall pay the reasonable cost of labor and materials incurred in fulfilling the request. Unless and until the Board establishes different charges by resolution, the cost shall be \$0.10 per page for copies and \$15.00 per hour, charged in 15-minute increments, for the time of the Association's agent, or the actual cost if the copy or scan is provided by a third-party provider. The Board may from time to time adjust such charges by resolution, consistent with Utah law. Such charges shall constitute an Individual Assessment against the requesting Owner and shall be collectible by the Association as provided in the Declaration.

13 AMENDMENTS

13.1 Amendment of Bylaws

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

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

13.2 Amendment Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the recorder's office of the County.

14 GENERAL

Except as provided below, general terms and conditions applicable to the Association are set forth in the Declaration and apply equally to these Bylaws.

14.1 Conflicts

Notwithstanding anything to the contrary in the Governing Documents, and pursuant to Utah Code § 57-8a-228(5), in the event of any conflict in the Governing Documents and applicable law, the provisions of (1) the Act, (2) the Nonprofit Act, (3) the Declaration, (4) the Plat, (5) the Articles of Incorporation, (6) these Bylaws, (7) Resolutions of the Association's membership from newest to oldest, (8) Resolutions of the Board from newest to oldest, and (9) Rules shall prevail in that order.

14.2 Incorporation of Governing Documents

For purposes of interpreting the Nonprofit Act as applied to the Association, the Declaration—including any amendments, restatements, or replacements thereof—shall, to the fullest extent permitted by law, be construed as though it were part of these Bylaws. Any reference in the Nonprofit Act to a provision of the Bylaws shall be deemed to include the Declaration, along with provisions of the Articles of Incorporation and other Governing Documents establishing authority, procedures, rights, or restrictions that appear therein rather than in these Bylaws.

All Governing Documents validly adopted under the Declaration, these Bylaws, the Articles of Incorporation, or applicable law—including any Rules, Resolutions, or other duly enacted instruments, together with any amendments, restatements, or replacements thereof—shall be construed, to the extent permitted by law, as integrated and mutually reinforcing. Interpretation of this incorporation shall be guided by the order of priority set forth in Utah Code § 57-8a-228(5).

If any portion of this Section—or of any incorporated provision—is determined to be invalid, unenforceable, or inapplicable under the Nonprofit Act, but remains valid under the Act, other applicable law, or another Governing Document, such provision shall be deemed excluded from incorporation into these Bylaws solely for purposes of compliance with the Nonprofit Act and shall remain fully effective and enforceable in all other contexts. All remaining provisions of this Section and any incorporated documents shall remain in full force and effect to the broadest extent permitted by law.

Nothing in this Section shall be construed to alter, override, or subject to Bylaw procedures any provision of the Declaration, the Articles of Incorporation, or any other Governing Document incorporated or referenced herein. Each such document shall remain subject to its own terms and the amendment and governance procedures applicable to it under the Governing Documents and applicable law. The interpretive incorporation set forth in this Section is solely for purposes of

construing references to “bylaws” under the Nonprofit Act and shall not be construed to merge or subordinate the authority of any such incorporated document.

14.3 Gender and Number

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

14.4 Headings

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the date written below.

DECLARANT



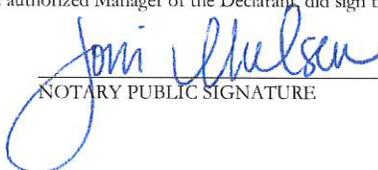
Nate Shulz, Member
Castle Creek Homes, LLC

State of Utah)
County of Weber) ss.

On the 15 day of September, in the year 2025, the above-named individual, proven by satisfactory evidence, personally appeared before me and, while under oath or affirmation, stated that he is an authorized Manager of the Declarant, did sign this instrument of his own free will, and that the Declarant shall be bound by the same.

(Seal)





NOTARY PUBLIC SIGNATURE

EXHIBIT A – Example Proxy Appointment Form

PROXY APPOINTMENT FORM

Unit Address: _____

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

WITNESS my hand and seal this ____ day of _____ in the year _____,

Signed: _____

Name: _____

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

EXHIBIT B -- Example Written Ballot for a Proposed Action

Title of Proposed Action

(Include a *description* of the proposed action here)

Yes No

Unit Address: _____

Owner Name: _____

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

Owner Address: _____

Voter Name: _____ Title: _____

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

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

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

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

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

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

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

Election Ballot

Election of Directors

Vote for one (1) of the following candidates:

- Candidate 1
- Candidate 2
- Candidate 3

Unit Address: _____

Owner Name: _____

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

Owner Address: _____

Voter Name: _____ Title: _____

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

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

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

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

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

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

EXHIBIT D – Example Violation Report Form

VIOLATION REPORT FORM

<name of HOA>

My Name: _____, Phone: _____

My Address: _____, Email: _____

Name and Address of violator or Unit in violation:

Description, date and time of violation:

Provision(s) of Governing Documents that was violated:

Please provide pictures of the violation if available.

My Certifying Signature: _____

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

EXHIBIT E – Example Notice of Violation

NOTICE OF VIOLATION

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Governing Documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

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

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

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

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

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT F – Example Notice of Fine

NOTICE OF FINE

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Governing Documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

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

On *<date(s)>* a prior notice(s) was issued for a similar violation(s) of the same sections of the Governing Documents.

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

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

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

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

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT C – Articles of Incorporation

A true and correct copy of the Articles of Incorporation of Layton Parke Estates Homeowners Association, Inc., follows this page.



State of Utah
 Department of Commerce
 Division of Corporations & Commercial Code
 Articles of Incorporation (Nonprofit)

This form cannot be hand written.

RECEIVED

MAR 16 2021

Important: Read instructions before completing form

Non-Refundable Processing Fee: \$30.00

1. Name of Corporation: Layton Parke Estates Homeowners Association, Inc.		Utah Div of Corp & Comm Code	
2. Purpose: homeowner association			
3. Who/What is the name of the Registered Agent (Individual or Business Entity or Commercial Registered Agent)? North HOA Team, LLC			
The address must be listed if you have a non-commercial registered agent. What is a commercial registered agent? Address of the Registered Agent: 2723 S. Hwy 89, Suite 1 Utah Street Address Required. PO Boxes can be listed after the Street Address			
City: Wellsville		State UT	Zip: 84339
4. Name, Signature and Address of Incorporator (attach additional page if there is more than 1 incorporator)	Richards Law, PC John D. Richards		
	Name 4141 So. Highland Drive, Ste. 225 Salt Lake City, UT 84124		
	Address City State Zip Signature: [Signature] Date: March 15, 2021		
5. Voting Members: The nonprofit corporation <input checked="" type="radio"/> will <input type="radio"/> will not have voting members.			
6. Shares:	The nonprofit corporation <input type="radio"/> will <input checked="" type="radio"/> will not issue shares evidencing membership or interests in water or other property rights.		
	The aggregate number of shares that the nonprofit corporation has authority to issue shall be [Redacted]		
	The shares <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be divided up in to classes.		
	Type 1: Select or type in stock type <input type="checkbox"/>	Number of Shares:	
7. Assets: Upon dissolution assets of the corporation will be distributed in a manner consistent with law.			
8. Principal Address:		2723 S. Hwy 89, Suite 1 Wellsville, UT 84339	
		Address	City State Zip
9. Name and Address of Directors: (attach an additional page if there are more than 3 directors)	1. Leslie Harris		Director <input type="checkbox"/>
	Name		Position
	1392 W. 1850 N. Farr West, UT 84404		
	Address		City State Zip
	2. _____		Select Position from the dropdown
	Name		Position
Address		City State Zip	
3. _____		Select Position from the dropdown	
Name		Position	
Address		City State Zip	
Under GRAMA {63G-2-201}, all registration information maintained by the Division is classified as public record.			
Optional Inclusion of Ownership Information: This information is not required.			
Is this a female owned business? <input type="radio"/> Yes <input type="radio"/> No			
Is this a minority owned business? <input type="radio"/> Yes <input type="radio"/> No If yes, please specify: Select/Type the race of the owner here			

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed
 and approved on this 16 day of Mar, 2021
 in this office of this Division and hereby issued
 This Certificate thereof.

Examiner ALA Date 3/17/21
 Leigh Veillette
 Division Director



NOTICE OF REINVESTMENT FEE COVENANT
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.

PHASE 1: Lots 101–110, 113–121, and 123–156 (53 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 1, recorded February 6, 2019, as Entry No. 3142007, and as amended by the First Amended Plat recorded August 19, 2019, as Entry No. 3179801, and the Second Amended Plat recorded October 21, 2020, as Entry No. 3306380, all in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
101	11-844-0101	121	11-844-0121	141	11-844-0141
102	11-844-0102	122	--	142	11-844-0142
103	11-844-0103	123	11-844-0123	143	11-844-0143
104	11-844-0104	124	11-844-0124	144	11-844-0144
105	11-844-0105	125	11-844-0125	145	11-844-0145
106	11-844-0106	126	11-844-0126	146	11-844-0146
107	11-844-0107	127	11-844-0127	147	11-844-0147
108	11-844-0108	128	11-844-0128	148	11-844-0148
109	11-844-0109	129	11-844-0129	149	11-844-0149
110	11-844-0110	130	11-844-0130	150	11-844-0150
111	--	131	11-844-0131	151	11-844-0151
112	--	132	11-844-0132	152	11-844-0152
113	11-844-0113	133	11-844-0133	153	11-844-0153
114	11-844-0114	134	11-844-0134	154	11-848-0154
115	11-844-0115	135	11-844-0135	155	11-871-0155
116	11-844-0116	136	11-844-0136	156	11-871-0156
117	11-844-0117	137	11-844-0137		
118	11-844-0118	138	11-844-0138		
119	11-844-0119	139	11-844-0139		
120	11-844-0120	140	11-844-0140		

NOTICE OF REINVESTMENT FEE COVENANT
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.

PHASE 2: Lots 201–254 (54 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 2, recorded August 23, 2022, as Entry No. 3494066 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
201	11-911-0201	221	11-911-0221	241	11-911-0241
202	11-911-0202	222	11-911-0222	242	11-911-0242
203	11-911-0203	223	11-911-0223	243	11-911-0243
204	11-911-0204	224	11-911-0224	244	11-911-0244
205	11-911-0205	225	11-911-0225	245	11-911-0245
206	11-911-0206	226	11-911-0226	246	11-911-0246
207	11-911-0207	227	11-911-0227	247	11-911-0247
208	11-911-0208	228	11-911-0228	248	11-911-0248
209	11-911-0209	229	11-911-0229	249	11-911-0249
210	11-911-0210	230	11-911-0230	250	11-911-0250
211	11-911-0211	231	11-911-0231	251	11-911-0251
212	11-911-0212	232	11-911-0232	252	11-911-0252
213	11-911-0213	233	11-911-0233	253	11-911-0253
214	11-911-0214	234	11-911-0234	254	11-911-0254
215	11-911-0215	235	11-911-0235		
216	11-911-0216	236	11-911-0236		
217	11-911-0217	237	11-911-0237		
218	11-911-0218	238	11-911-0238		
219	11-911-0219	239	11-911-0239		
220	11-911-0220	240	11-911-0240		

NOTICE OF REINVESTMENT FEE COVENANT
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.

PHASE 3: Lots 301–310 (10 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 3, recorded July 14, 2021, as Entry No. 3399850 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers:

<u>Lot No.</u>	<u>Parcel No.</u>
301	11-890-0301
302	11-890-0302
303	11-890-0303
304	11-890-0304
305	11-890-0305
306	11-890-0306
307	11-890-0307
308	11-890-0308
309	11-890-0309
310	11-890-0310

NOTICE OF REINVESTMENT FEE COVENANT
LAYTON PARKE ESTATES HOMEOWNERS ASSOCIATION, INC.

Pursuant to Utah Code § 57-1-46 (the "Code"), this Notice of Reinvestment Fee Covenant (the "Notice") is given and recorded to satisfy the requirements of the Code and to serve as record notice of that certain reinvestment fee covenant (the "Covenant") established in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Layton Parke Estates Homeowners Association, Inc. (the "Declaration"), recorded on _____, as Entry No. _____ in the Recorder's Office of Davis County, Utah. This Notice applies to certain real property located in Davis County, Utah, described in **Exhibit A** attached hereto (the "Burdened Property").

BE IT KNOWN TO ALL BUYERS, SELLERS, AND TITLE COMPANIES THAT:

1. **Beneficiary.** The beneficiary under the Covenant is Layton Parke Estates Homeowners Association, Inc. (the "Association"), care of North HOA Management, 2723 S. Highway 89, Suite 1, Wellsville, Utah 84339. If and when this contact information becomes outdated, contact with the Association may be made through its registered agent of record, which may be confirmed through the Utah Department of Commerce, Division of Corporations.
2. **Fee Amount and Method of Calculation.** As of the date of recordation of this Notice, and as duly established by the Declarant pursuant to the Declaration, the Reinvestment Fee is set at a fixed amount of Two Hundred Dollars (\$200.00 USD) per conveyance of a Unit. This amount is payable upon each conveyance of a Unit to a new Owner, beginning with the first Owner of the Unit for purposes of occupancy. The fee shall be paid by the buyer unless otherwise agreed in writing by buyer and seller. This amount shall be in addition to any pro rata share of assessments due and adjusted at settlement.
3. **Burden and Duration.** The burden of the Covenant is intended to run with the Burdened Property and to bind successors in interest and assigns. The duration of the Covenant shall continue until properly amended or terminated of record, or until prohibited by operation of law.
4. **Purpose and Benefit.** The Reinvestment Fee is imposed for the purpose of facilitating the maintenance, repair, and replacement of the Common Area of the Project, funding the Association's Reserve Fund, and covering other expenses and improvements of the Association for the benefit of the Burdened Property and its Owners.
5. **Exclusivity.** The existence of this Covenant precludes the imposition of any additional reinvestment fee covenant on the Burdened Property.

DECLARANT:



Nate Shulz, Manager, Castle Creek Homes, LLC

Date: _____, 2025

STATE OF UTAH)
 : ss
COUNTY OF DAVIS *Weber*)

On the above-written date the above-named individual, proven by satisfactory evidence, did personally appear before me and, while under oath or affirmation, did say that he is a Manager of Declarant, did say that he is authorized to execute this Notice on behalf of the Declarant, did voluntarily sign this document on behalf of the Declarant, and did acknowledge that the Declarant thereby executed the same.





NOTARY PUBLIC SIGNATURE

EXHIBIT A
Legal Description of the Burdened Property

PHASE 1: Lots 101–110, 113–121, and 123–156 (53 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 1, recorded February 6, 2019, as Entry No. 3142007, and as amended by the First Amended Plat recorded August 19, 2019, as Entry No. 3179801, and the Second Amended Plat recorded October 21, 2020, as Entry No. 3306380, all in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers 11-844-0101 through 11-844-0110, 11-844-0113 through 11-844-0121, and 11-844-0123 through 11-871-0156.

PHASE 2: Lots 201–254 (54 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 2, recorded August 23, 2022, as Entry No. 3494066 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers 11-911-0201 through 11-911-0254.

PHASE 3: Lots 301–310 (10 lots total), as shown on the plat entitled LAYTON PARKE ESTATES PHASE 3, recorded July 14, 2021, as Entry No. 3399850 in the office of the Davis County Recorder, State of Utah, such Lots also known as Parcel Numbers 11-890-0301 through 11-890-0310.

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