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For LEONARD COLLINS

WHEN RECORDED, MAIL TO:

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
c/o CCI Law
577 S 150 E
Smithfield, Utah 84335

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

Smithfield, Cache County, Utah

Lots 1 – 32, together with the Common Area, as depicted on the Plat entitled “SUMMIT CREEK PLACE,” recorded in the Cache County Recorder’s Office, Utah, on September 29, 2019, as Entry No. 1227461. These Lots are also known as Parcel Nos. 08-213-0001 – 0032, and the Common Area is also known as Parcel Nos. 08-213-COMM.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	08-213-0001	17	08-213-0017	CA*	08-213-COMM
2	08-213-0002	18	08-213-0018		
3	08-213-0003	19	08-213-0019		
4	08-213-0004	20	08-213-0020		
5	08-213-0005	21	08-213-0021		
6	08-213-0006	22	08-213-0022		
7	08-213-0007	23	08-213-0023		
8	08-213-0008	24	08-213-0024		
9	08-213-0009	25	08-213-0025		
10	08-213-0010	26	08-213-0026		
11	08-213-0011	27	08-213-0027		
12	08-213-0012	28	08-213-0028		
13	08-213-0013	29	08-213-0029		
14	08-213-0014	30	08-213-0030		
15	08-213-0015	31	08-213-0031		
16	08-213-0016	32	08-213-0032		

* CA = Common Area.

SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION

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

Smithfield, Cache, Utah

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration is made and executed on the date set forth below, shall be effective upon recording in the office of the County Recorder, and is adopted for the following reasons:

1. RECITALS

- A. WHEREAS, the subdivision known as "Summit Creek Place" (the "Project") was created and platted in Cache County, Utah, by plat recorded September 9, 2019, as Entry No. 1227461 in the Cache County Recorder's Office (**Exhibit A**), as amended from time to time; and
- B. WHEREAS, the Summit Creek Place Homeowners Association (the "Association") was duly organized as a Utah nonprofit corporation on August 1, 2019, and is governed by Amended and Restated Articles of Incorporation filed on July 28, 2025 (**Exhibit C**), and Amended and Restated Bylaws recorded on May 2, 2025, as Entry No. 1375785 in the Cache County Recorder's Office (**Exhibit B**); and
- C. WHEREAS, a Declaration of Covenants, Conditions, and Restrictions for Summit Creek Place was recorded on December 1, 2020, as Entry No. 1268298 in the Cache County Recorder's Office (the "Original Declaration"); and
- D. WHEREAS, the Original Declaration did not adequately address the governance, maintenance, and assessment needs of the mixed-use Units, and more generally requires updating and clarification to conform with current law and best practices for community administration; and
- E. WHEREAS, the Declarant no longer owns any Lots within the Project and has ceased to exercise Declarant rights, such that governance of the Association and Project now resides fully with the Owners through the Association.
- F. NOW, THEREFORE, the Original Declaration is hereby amended and restated in its entirety for the purpose of establishing updated covenants, conditions, and restrictions governing the Project.

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. **Amenities.** "Amenities" means Common Area facilities such as open spaces, parks, play areas, recreational areas, clubhouses, pools, and other nonessential or recreational equipment, fixtures, or facilities, but does not mean Common Area such as streets, sidewalks, and other improvements primarily intended for access to Units, or Limited Common Area appurtenant to a Unit(s).
- D. **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**.

E. **Assessment.** "Assessment" means a monetary charge levied by the Association against a Unit and its Owner(s) pursuant to this Declaration for Common Expenses, District Common Expenses, Reserve funding, Capital Improvements, or the recovery of costs properly assessed as an Individual Assessment, including Regular Assessments, Special Assessments, Capital Assessments, and Individual Assessments. The term "Assessment" does not include a fine, penalty, or other monetary charge imposed solely for a violation of the Governing Documents, unless and to the extent such amount is expressly characterized as an Individual Assessment elsewhere in this Declaration and permitted by applicable law.

F. **Assessment, Capital.** "Capital Assessment" means a separately stated Assessment levied against each Unit, upon approval of the membership as required by this Declaration and applicable law, for the purpose of funding a specific Capital Improvement.

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

H. **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.

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 **SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION**, 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 this Declaration 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" means 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 document. 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. The term "Attorney-in-Fact" (capitalized) refers only to a formally appointed agent, as defined by the foregoing. It does not limit or alter the use of "attorney-in-fact" (lowercase) elsewhere in this Declaration, including where the Association is appointed as such by operation of this Declaration.

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, including any Assessment Districts.

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 municipality or other land-use authority in which the Project, or any portion thereof, is physically situated, together with any successor governmental entity having land-use jurisdiction over the Project.

- P. **Commercial.** "Commercial" means non-residential use intended for the provision of goods or services to the public or to other businesses, including, but not limited to, office, retail, professional, service, or other customer-facing business activities. "Commercial" does not include any use classified under applicable zoning or land use ordinances as non-commercial, including, but not limited to, industrial, manufacturing, warehousing, storage, auto repair or restoration, or any other high-impact, hazardous, or non-customer-facing use—regardless of whether such use is conditionally permitted by zoning. "Commercial" also does not include "working from home," as that term is used in this Declaration, or the leasing or renting of Units for residential occupancy, as otherwise permitted by this Declaration.
- Q. **Committee, Architectural.** "Architectural Committee" means a committee created by the Board for purposes of overseeing exterior architectural characteristics of the Association.
- R. **Common Area.** "Common Area" means all real property, personal property, or interests therein within the Project that are: (a) designated as common area in the Plat or this Declaration; or (b) owned, controlled, or maintained by the Association for the common use, benefit, enjoyment, or protection of the Project and its Owners, whether or not record title is vested in the Association.
- S. **Common Area, Limited.** "Limited Common Area" means those portions of the Common Area that are: (a) designated as limited common area in the Plat, this Declaration, or another recorded Governing Document; and (b) reserved for the exclusive use or benefit of one or more, but fewer than all, Units within the Project. Unless expressly provided otherwise, all Limited Common Area remains part of the Common Area and is appurtenant to the Unit(s) it benefits.
- T. **Component, Common Reserve.** "Common Reserve Component" means the portion of the annual Budget representing reserve contributions attributable to Common Areas or Limited Common Areas for which the Association has a Maintenance Obligation and that do not constitute a District Reserve Component.
- U. **Component, District Reserve.** "District Reserve Component" means the portion of the annual Budget representing reserve contributions attributable to Common Areas or Limited Common Areas for which the Association has a Maintenance Obligation and that are classified under Article 6 of this Declaration as serving exclusively one or more, but fewer than all, Assessment Districts.
- V. **Corporation.** "Corporation" means the Association organized as a Utah nonprofit corporation under the Nonprofit Act.
- W. **County.** "County" means **Cache County** in the State of Utah.
- X. **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.
- Y. **District, Assessment.** "Assessment District" means a grouping of one or more Units, but fewer than all Units in the Project, that share District Common Expenses.
- Z. **Dwelling.** "Dwelling" means a Residential Unit or the residential portion of a Mixed-Use Unit. A Dwelling does not include any Commercial or other non-residential space, and restrictions applicable to a Dwelling apply only to Residential Units and to the residential portions of Mixed-Use Units.
- AA. **Expenses, Common.** "Common Expenses" means operating and administrative expenses incurred by the Association that are common to and benefit the entire Project. Common Expenses do not include contributions to any Reserve Fund, Capital Fund, or Insurance Deductible Fund, which are governed separately by this Declaration and applicable law.

BB. Expenses, District Common. "District Common Expenses" means operating and administrative expenses incurred by or on behalf of the Association that are common to and benefit only the Units within a particular Assessment District and not the Project as a whole. District Common Expenses do not include contributions to any Reserve Fund, Capital Fund, or Insurance Deductible Fund, which are governed separately by this Declaration and applicable law.

CC. 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.

DD. Fine. "Fine" means a monetary penalty imposed for a violation of the Governing Documents. A Fine is not an Assessment and does not constitute a lien against a Unit unless and only to the extent that this Declaration expressly characterizes the Fine as an Individual Assessment and such characterization and enforcement are permitted by applicable law.

EE. 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.

FF. 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).

GG. 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.

HH. 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.

II. Governing Documents. "Governing Documents" means the Declaration, Plat, Articles of Incorporation, Bylaws, Resolutions, Rules, and any written decisions of the Association made pursuant to such documents.

JJ. 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, Amenities, facilities, utilities, systems, installed components, and any appurtenances to any of the foregoing.

KK. 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.

LL. Indemnitees. "Indemnitees" means, in each case only while acting within the scope of their duties on behalf of the Association: (1) the Association itself; (2) its past and present directors, officers, committee members, trustees, managers, employees, agents, and volunteers; and (3) the past and present directors, officers, members, Managers, and employees of any professional or corporate Manager engaged by the Association.

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

NN. **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.

OO. **Lot.** "Lot" means any platted or otherwise legally described parcel within the Project upon which a Unit is constructed, as shown on the Plat or in this Declaration.

PP. **Maintenance Obligation.** "Maintenance Obligation" means the duty of a specified party, at that party's own expense, to: (1) reasonably clean, care for, inspect, test, operate, manage, maintain, repair, and replace the designated property, system, or component as necessary; and (2) perform preventive, risk-based, and corrective maintenance in accordance with generally accepted community association and building-industry standards. A Maintenance Obligation applies to the Association, to an Owner, or to another party as expressly allocated by this Declaration or other Governing Documents, and does not apply where such obligation is explicitly excluded or otherwise reassigned by specific provisions.

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

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

SS. **Member.** "Member" means the Owner of any Unit or, in the case of multiple Owners of the same Unit, all such Owners collectively. There shall be one Member per Unit, 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.

TT. **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.

UU. **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.

VV. **Parking Area, Mixed-Use.** "Mixed-Use Parking Area" means the portion of the Common Area shown on the Plat as "20 West Street," consisting of the paved drive aisle, striped parking stalls, and the abutting concrete pad located immediately behind Lots 31 and 32. The Mixed-Use Parking Area is designated Limited Common Area appurtenant solely to Lots 31 and 32 (the Mixed-Use Units).

WW. **Party Wall.** "Party Wall" means any portion of a wall (including a foundation wall), ceiling, or floor—including those of an attached garage or similar structure—that is located on or near the dividing line between two adjoining Units and is shared by both. A Party Wall may separate Residential Units, Mixed-Use Units, or any combination thereof. For purposes of this definition, any portion of a building owned by the Association that adjoins a Unit shall be treated as a Unit.

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

YY. **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 from time to time in the recorder's office of the County. The Plat is attached to this Declaration as **Exhibit A** below.

ZZ. **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.

AAA. **Project.** "Project" means all phases of development of the Association as described and illustrated on the Plat including but not limited to the Land, Lots, Units, Common Area, Limited Common Area, buildings, facilities, structures, appurtenances, Improvements, rights, easements, and any Association-owned personal property intended for use in connection therewith.

BBB. **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.

CCC. **Resident.** "Resident" means: (1) 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 week; and (2) in relation to a Workplace, any Owner using the Workplace for Commercial purposes or any business tenant of the Workplace, together with their respective representatives, employees, agents, contractors, and invitees while present in, on, or about the Project.

DDD. **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.

EEE. **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, including fee schedules and administrative charges.

FFF. **Section, Common Budget.** "Common Budget Section" means the portion of the annual Budget reflecting the anticipated Common Expenses and Common Reserve Component of the Association that benefit the Project as a whole and are allocated among all Units.

GGG. **Section, District Budget.** "District Budget Section" means the portion of the annual Budget reflecting the anticipated District Common Expenses and any District Reserve Component attributable solely to a particular Assessment District and allocated only among the Units within that Assessment District.

HHH. **Unit.** "Unit" means a separately identifiable building or portion of a building within the Project, together with: (1) the Lot upon which the Unit is constructed; and (2) all Improvements constructed on the Lot that appertain exclusively to that Unit or Lot.

III. **Unit, Attached.** "Attached Unit" means a Unit that shares at least one Party Wall with another Unit. An Attached Unit that includes a Dwelling shall be deemed an "attached dwelling" under the Act.

JJJ. **Unit, Mixed-Use.** "Mixed-Use Unit" means an Attached Unit that is designed, intended, and approved for both residential and Commercial purposes, whether integrated vertically or horizontally, and that is held as a single Present Ownership Interest, regardless of whether the residential and Commercial portions are occupied or leased separately. The Mixed-Use Units within the Project are located on Lots 31

and 32, as shown on the Plat.

KKK. Unit, Residential. "Residential Unit" means a Unit that is designed, intended, and approved solely for residential purposes and that does not include any Commercial area. A Residential Unit must be held as a single Present Ownership Interest and may be occupied or leased as provided in this Declaration.

LLL. Unit, Townhome. "Townhome Unit" means a Residential Unit that is an Attached Unit constructed as part of a building containing multiple Attached Units. The Townhome Units within the Project are located on Lots 1 through 30, as shown on the Plat.

MMM. 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.

NNN. Workplace. "Workplace" means the Commercial portion of a Mixed-Use Unit, excluding all residential space; restrictions applicable to a Workplace apply only to that Commercial portion.

3. HOMEOWNERS ASSOCIATION

3.1. Organization

The Association is, or shall be, 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, Common Area, and Limited 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 each primary 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 Unit by which they are an Owner or Resident; (4) their email address; and (5) their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and primary Resident to keep their contact information current with the Association. Owners and primary 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. For purposes of this Section, "primary Resident" means the natural person(s) residing in a Dwelling, and in the case of a Workplace, the Owner(s) of the Workplace and the business tenant(s) of the Workplace, but not their representatives, employees, agents, contractors, or invitees.

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 Obligation, 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), 57-8a-302, and 57-1-20, each Person who acquires a Present Ownership Interest in a Unit is deemed to have conveyed and warranted to Burt R. Willie, Esq., as trustee, with power of sale, the Unit and all Improvements appurtenant thereto, for the purpose of securing payment of all Assessments and other amounts owed to the Association under this Declaration. This conveyance constitutes a continuing lien that runs with the title to the Unit and binds all present and future Owners without the need for further documentation.

The Association, acting through its Board or as otherwise authorized, may, in accordance with Utah Code § 57-1-21, appoint or substitute the trustee at any time.

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 and Limited 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 Limitations and Restrictions

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

3.9.1. Inconsistent Actions

Except as required by applicable law, the Association shall not act inconsistently with this Declaration, the Articles of Incorporation, or the Bylaws.

3.9.2. Conflicting Rules

The Association shall not establish any Rule or Resolution that conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws. Any conflicting Rule or Resolution is void and unenforceable.

3.9.3. 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 or the Limited Common Area appurtenant to their Dwelling.

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

3.9.4. Personal Property

Except as provided by this Declaration, the Association shall not unreasonably interfere with personal property kept at, or transported to and from, a Dwelling, provided such personal property complies with applicable laws and regulations. The Association shall not discriminate against any Person regarding such personal property.

3.9.5. Religion

Except as provided by this Declaration, the Association shall not interfere with any Person's free exercise of religion, nor discriminate against any Person in relation to the free exercise of religion, provided that such activities do not unreasonably disturb other Residents. Religious beliefs or practices shall not be a subject or condition of any Rule or Resolution.

3.9.6. Speech

Except as provided by this Declaration or the Bylaws, the Association shall not interfere with any Person's right of free speech, nor discriminate against any Person in relation to free speech, provided that such speech complies with applicable laws and does not infringe upon the rights of others.

3.9.7. Assembly

Except as provided by this Declaration, the Association shall not interfere with any Owner's or Resident's right to peaceably assemble at a Dwelling, virtually, or outside the Project, including with guests and invitees, nor discriminate against any Person in relation to peaceably assembling at a Dwelling, virtually, or outside the Project, provided that such activities comply with applicable laws and do not unreasonably disturb other Residents. This right shall not be a subject or condition of any Rule or Resolution.

3.9.8. Association

Except as provided by this Declaration, the Association shall not interfere with any Person's right to associate or their right to privacy in relation thereto, nor discriminate against any Person in relation to these rights, provided that such activities do not unreasonably disturb other Residents. These rights shall not be a subject or condition of any Rule or Resolution.

3.9.9. Arms

The Association shall not interfere with an individual's legal right to keep, bear, and lawfully use arms (including firearms, ammunition, and appurtenances to such), nor discriminate against any individual in relation to this right, provided that such activities comply with applicable laws. This right shall not be a subject or condition of any Rule or Resolution.

3.9.10. Dwellings

Except as provided by applicable law, this Declaration, or the Bylaws, or in cases of emergency, the Association and its representatives shall not enter a Dwelling without the express permission of its Owner.

3.9.11. Working from Home

Except as provided by this Declaration, including the Business Use limitation herein, the Association shall not interfere with any Resident's right to work from home at their Dwelling, nor discriminate against any individual in relation to working from home. Working from home shall not be a subject or condition of any Rule or Resolution. As used herein, "working from home" means working from home for or on behalf of a business rather than working at an office, facility, or other location of the company.

3.9.12. Fines and Punishments

The Association shall not impose excessive fines or inflict cruel or unusual punishments. Fines may only be imposed for violations of the Governing Documents as provided in this Declaration, the Bylaws, and the Act, and must be reasonable and supported by proper notice.

Notwithstanding the foregoing, the Association may impose fines and limit the use of Common Area and Limited Common Area as provided in this Declaration, the Bylaws, and the Act.

3.9.13. Household Composition

Except as provided by applicable law or this Declaration, the Association shall not interfere with any Owner's or Resident's right to determine the composition of their households, nor discriminate against any Person in relation to household composition, provided that occupancy complies with applicable laws.

3.9.14. Privacy

Except as provided by this Declaration, the Articles of Incorporation, or the Bylaws, the Association shall not violate any Person's right to privacy or conduct unreasonable searches and seizures of persons, vehicles, Dwellings, offices, private property, papers, or effects (whether electronic or otherwise).

Except as required of the Association by applicable law or this Declaration, the Association shall not mandate or forbid any medical treatments or procedures for any individual, including vaccinations, nor require personal health information without consent. The Association shall not discriminate against any Person in relation to these matters, nor shall they be a subject or condition of any Rule or Resolution.

Except as required of the Association by applicable law or this Declaration, the Association shall not mandate or forbid the use of any medical device or health-related device by any individual, including face coverings and social distancing, nor require evidence or verification of the foregoing. The Association shall not discriminate against any Person in relation these matters, nor shall they be a subject or condition of any Rule or Resolution.

Except as required of the Association by applicable law or this Declaration, the Association shall not require any individual to provide or disclose any health-related information, nor discriminate against any Person in relation to such information or the lack thereof. The Association shall not collect or maintain any such information without consent, which may be withdrawn in writing at any time, and shall handle any such collected information in compliance with privacy laws. Health-related information shall not be a subject or condition of any Rule or Resolution.

3.9.15. Activism

Except as authorized in this Declaration or the Bylaws, the Association shall not promote, fund, or otherwise engage in any form of political, social, or other forms of activism or advocacy, nor shall any Common Area, Limited 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 Members: (1) Class A Members, who are voting Members; and (2) Class B Members, who are nonvoting 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

Class B Members are nonvoting Members of the Association. Any Owner (including the Association itself) shall be classified as a Class B 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").

4.2.1. Individual Ownership

Any Member who individually acquires or holds a Present Ownership Interest that meets or exceeds the Ownership Threshold shall be automatically classified as a Class B Member.

4.2.2. Collective Ownership

If two or more Owners act in concert pursuant to any agreement, arrangement, or understanding outside of the normal governance of the Association and collectively acquire or hold Present Ownership Interests that in the aggregate meet or exceed the Ownership Threshold, then the Membership corresponding to each such Unit shall be automatically reclassified as a Class B Membership.

For purposes of this Section, "act in concert" means any agreement, arrangement, or understanding, whether formal or informal, to coordinate actions regarding the acquisition, holding, voting, or disposition 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 controlling, controlled by, or under common control with the same Person or group of Persons shall be aggregated for purposes of this Section.

4.2.3. Disclosure Requirement

Any Owner who, individually or collectively acquires, disposes of, or otherwise changes ownership so that the Ownership Threshold is met, exceeded, or no longer met shall provide written notice to the Association within thirty (30) days, disclosing: (1) the identities and current contact information of all involved Owners; and (2) the number of Units held by each involved Owner individually and, if acting collectively, the aggregate number of Units held by the group.

4.2.4. 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.

4.2.5. Verification Rights

The Association may verify the accuracy of Owner disclosures through public records or other lawful means. Owners shall cooperate reasonably with the Association in verifying such information. Failure to reasonably cooperate shall itself constitute a violation of this Declaration.

4.2.6. Grandfathering of Existing Ownership Interests

Notwithstanding anything in this Article to the contrary, any Owner who, as of the effective date of this Amended and Restated Declaration, individually or collectively holds a Present Ownership Interest that meets or exceeds the Ownership Threshold shall remain a Class A Member with respect to the Units so held on that date. However:

1. **No Further Growth.** Such Owner may not acquire any additional Units under Class A Membership status; any further acquisition of Units by that Owner, individually or in concert with others, shall cause all Memberships corresponding to such Owner's Units to be automatically reclassified as Class B Memberships.
2. **Loss of Grandfathering.** If such Owner subsequently reduces ownership below the Ownership Threshold, any reacquisition or future acquisition of Units that again meets or exceeds the Ownership Threshold shall not be grandfathered and shall result in automatic reclassification as provided in this Article.
3. **No Transferability.** This limited grandfathering applies only to ownership existing on the effective date of this Amended and Restated Declaration and shall not apply to any transfer, conveyance, whether voluntary or involuntary, devise, inheritance, or assignment occurring after such date.
4. **Ongoing Compliance.** Grandfathered Owners remain subject to all disclosure, verification, and other requirements applicable to Class B Members under this Declaration, and nothing in this Section shall be construed to relieve such Owners from compliance with such requirements or any other provision of this Declaration applicable to Class B Memberships.

4.2.7. Purpose of Nonvoting Class B Membership

The purpose of the nonvoting Class B 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.

4.2.8. 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 and shall be entitled to exercise all Voting Interests allocated to the Units in the Project.

4.3. 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.

4.4. 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 4.3 – 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.

4.5. 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 other 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; notwithstanding the foregoing, certain areas labeled as Common Area on the Plat may be designated as Limited Common Area in this Declaration, with such designations herein controlling.

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.

The extent of access to and permitted uses of the Common Area may differ among Mixed-Use Units and Residential Units, as provided in this Declaration or as established by Rule, pursuant to Utah Code § 57-8a-218(1).

5.2. Limited Common Area

The Association shall own all Limited Common Area.

Limited Common Area shall include all areas designated as such on the Plat; notwithstanding the foregoing, certain areas designated as Common Area on the Plat may be designated as Limited Common Area herein with any such designations herein controlling.

The Owner(s) of a Unit shall have an exclusive right and easement of use and enjoyment in and to the Limited Common Area that is exclusively appurtenant to its Unit. The Owner(s) of a Unit shall also have an exclusive right and easement of use and enjoyment in and to the Limited Common Area that is appurtenant to the Owner's Unit and one or more other but not all Units, with such right and easement held in common by the Owners of such Units. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate such rights and easements to the Resident(s) of the Owner's Unit. Notwithstanding the foregoing, such rights and easements common to one or more but not all Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

The extent of access to and permitted uses of the Limited Common Area may differ among Mixed-Use Units and Residential Units, as provided in this Declaration or as established by Rule, pursuant to Utah Code § 57-8a-218(1).

5.3. 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, Limited Common Area, and other property owned by the Association or for which it has an operation or maintenance or repair obligation, but only to the extent that such Common Area, Limited Common Area, or other property is located within or is only reasonably accessible from within a Unit; (2) mitigation of emergency conditions impacting or imminently threatening to impact Common Area, Limited Common Area, or other Units; and (3) maintenance and repair of the exterior components of all Attached Units and all other Units for which the Association has an exterior Maintenance Obligation, which easement shall be considered an "ownership interest" as that term is used in the Act, albeit a nonpossessory ownership interest that is limited to the purposes of the easement and for purposes of the Act.

5.4. Utility Easements

In addition to other easements granted in favor of the Association and other easements shown on the Plat, Attached Units are hereby made subject to nonexclusive utility easements in favor of the Association for reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of utilities that run through, across, under, or over such Attached Units and Lots, including but not limited to electrical, gas, water, sewer, drainage, phone, cable, satellite, and internet.

Further, the Association shall have the right to grant such utility easements to any governmental entity, quasi-governmental entity, or utility provided, however, that such easements must be used in a manner that does not unreasonably interfere with the Association, the Units, the easements of the Owners in, or the Owners' and Residents' right of use and enjoyment of, the Common Area and Limited Common Area. By accepting a deed to a Unit, each Owner expressly consents to such utility easements and authorizes and appoints the Association as its attorney-in-fact to execute any and all instruments conveying or creating such easements.

5.5. Encroachment Easements

An nonexclusive encroachment easement is hereby granted in favor of the Association for purposes of encroachment and the maintenance of such encroachment in the event that any Common Area, Limited Common Area, or Improvement of the Association unintentionally encroaches at any time on a Unit either due to the manner of its construction or due to settling, shifting, repair, restoration, alteration, or replacement; such an encroachment easement shall continue for the duration of the encroachment. An equivalent easement is hereby granted in favor of the Owner(s) of a Unit for the same purposes in the event that the Unit unintentionally encroaches at any time on Common Area or Limited Common Area due to the same causes; and for the same duration. Such encroachment easements shall run with the land to which they are appurtenant.

An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

5.6. Party Wall Easements

Each Owner grants to the Owner(s) of any adjoining Unit that shares a Party Wall a nonexclusive easement over, under, and upon the portion of their Unit occupied by such Party Wall, as reasonably necessary for the inspection, maintenance, repair, and replacement of the Party Wall, including any structural elements or shared systems contained therein. This easement includes access by the Owner's contractors, insurers, or other authorized agents acting for such purposes.

This party wall easement shall be appurtenant to the affected Units and shall run with title to each such Unit.

5.7. 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:

5.7.1. Association Rules

The Association may adopt, amend, and repeal Rules governing the use of the Common Area. Pursuant to Utah Code § 57-8a-218(1), a Rule may be different for Commercial, Mixed-Use, and Residential Units, or for certain Units within those categories, but only if the affected Units are not in the same situation with respect to that Rule's subject matter.

5.7.2. Suspension of Rights

The right of the Association to suspend an Owner's and/or Resident's rights to use the Common Area for any period of time during which and of the Owners, Residents, or the Unit is in violation of any provision of the Governing Documents or delinquent in any amount due to the Association; notwithstanding the foregoing, the right to access a Unit via Common Area and Limited Common Area streets, sidewalks, and the like, and to obtain utilities and other public services at the Unit, shall not be suspended.

5.7.3. 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.

5.7.4. Dedication or Conveyance

The right of the Association to dedicate or convey in accordance with applicable law any portion of the Common Area or Limited 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 and, in addition, the dedication or conveyance by the Association of any Limited Common Area shall require the written agreement of the Members representing all Units to which such Limited Common Area is appurtenant, but only to the extent that such dedication or conveyance materially limits the use and enjoyment in and to such Limited Common Area.

5.7.5. Views

Views from Units are not assured or guaranteed in any way, and there is no warranty concerning the preservation of any view or view plane from a Unit or the Project. There are not and will not be any view easements or view rights appurtenant to any Unit. The Association shall have the right to add trees, landscaping, and other Improvements throughout the Project without being subject to maintaining any Owner's view.

No Owner may assert any claim for damages, injunctive relief, or specific performance arising from any actual or perceived obstruction, alteration, or impairment of views caused by the actions of the Association or its agents, except as may be expressly provided in this Declaration.

5.8. Damage from Easement Use

Any damage of any kind to the Common Area, Limited 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, Limited Common Area, or a Unit from asserting subrogation rights against any party responsible for such damage.

6. OPERATION AND MAINTENANCE

A maintenance responsibility chart summarizing the respective Maintenance Obligations of the Association and Owners is included with this Declaration as **Exhibit E**.

Exhibit E is non-binding, is provided solely for illustrative purposes, shall not be relied upon to determine

the scope of any Maintenance Obligation, and does not create, expand, limit, or modify any Maintenance Obligation, allocation of expense, or legal duty, all of which are governed exclusively by this Declaration.

In the event of any inconsistency between this Declaration and **Exhibit E**, this Declaration shall control.

6.1. Common Area

Except as otherwise provided by applicable law or this Declaration, the Association shall have the exclusive right and responsibility to perform its Maintenance Obligation for the Common Area, at its sole expense. Baseline Maintenance Obligation means the scope, frequency, and standards of the Association's Maintenance Obligation as established by the Board in the annual budget or maintenance plan, as amended from time to time.

6.1.1. Scope of Common Area

Except as otherwise expressly provided in this Declaration, all Common Area is subject to the Association's Maintenance Obligation. The Common Area includes, without limitation: (1) private streets, alleys, and drive lanes, together with sidewalks, parking stalls; and dumpster pads, enclosures, and refuse service access areas (2) perimeter and interior fencing of the Project; (3) street lights, signage, entry monuments, and community mailboxes; (4) utility lines, easements, and infrastructure serving more than one (1) Unit and not maintained by the City, County, or applicable utility provider; (5) landscaping, irrigation systems, and stormwater or drainage facilities, together with any water rights, shares, or appurtenant water company stock held by or for the benefit of the Association and dedicated to the Project's Common Area irrigation use, as further identified in **Exhibit F**; (6) Amenities; and (7) all portions of Lots located outside the exterior perimeter of Unit buildings that are designated or treated as part of the Project's common landscaping or sidewalks, which shall nevertheless be subject to the Association's Maintenance Obligation, notwithstanding that record title remains with the Lot Owner.

The Common Area is more particularly described on the Plat; however, the omission of any item from the foregoing list or the Plat shall not be deemed to exclude such item from the Common Area if otherwise established by the Plat or this Declaration. Nothing in this Section shall be construed to convert any portion of a Lot into Common Area for ownership or title purposes.

Certain portions of the Common Area described in this Section may be designated elsewhere in this Declaration as Limited Common Area or as serving one or more, but fewer than all, Assessment Districts, and such designation shall control for purposes of use, maintenance allocation, budgeting, and assessment, notwithstanding the general description set forth herein.

6.1.2. Perimeter Fencing

All perimeter fencing of the Project constitutes Common Area and shall be installed, maintained, repaired, and replaced exclusively by the Association as part of its Maintenance Obligation. No Owner, Resident, or other party may install, alter, remove, or otherwise interfere with any perimeter fencing, or with any other fencing of any kind, anywhere within the Project.

6.1.3. Snow Removal

As part of its Maintenance Obligation, the Association shall perform snow removal on Common Area private streets, sidewalks, parking areas (including guest stalls), and dumpster areas, together with reasonable access to community mailboxes and entry features, at such times and to such extent as the Board determines reasonable based on budget, vendor availability, weather conditions, and prevailing community association industry standards. Snow removal does not guarantee bare pavement or hazard-free conditions.

The Association shall not be responsible for snow removal from Limited Common Area or Unit areas, including sidewalks or walkways leading to individual Unit porches or steps, porches, or patios.

The Association may, in its discretion, perform snow removal on other Common Area surfaces as the Board deems necessary for the safety or convenience of the Project, but any such discretionary action shall not create a duty to continue or expand such snow removal in the future. Owners and Residents remain responsible for exercising reasonable care for their own safety and for the safety of their guests during or following winter or other inclement weather conditions.

6.1.4. Limitations on Transient Hazard Remediation

The Association's Maintenance Obligation does not include the identification, monitoring, or remediation of transient or temporary hazardous conditions within the Common Area that are reasonably expected to self-resolve through natural dissipation, weather changes, normal use within a short period of time, or upon cessation of the underlying cause. Examples include, without limitation, ice or frost accumulation, water buildup or puddling during storms, windblown debris, leaf or blossom drops, or similar short-lived conditions. The Association may, in its sole discretion, take remedial action, but shall not be deemed to have assumed or created a duty to do so.

The foregoing shall not prohibit the Association, in its discretion, from performing pest or wildlife mitigation within the Common Area as part of its Maintenance Obligation, provided such action does not create a continuing duty.

6.1.5. Owner and Resident Use Obligations

Notwithstanding the Association's Maintenance Obligation for the Common Area, each Owner and Resident shall remain responsible for ensuring that, in connection with their own use and enjoyment of the Common Area—including use by their guests and invitees—the Common Area is: (1) kept neat and clean and free of litter, debris, or hazards created by such Owner, Resident, or their guests or invitees; and (2) free from any obstruction or interference that would impair or prevent the Association's Maintenance Obligation. Such responsibilities form part of each Owner's obligations under this Declaration, in addition to the Association's Maintenance Obligation for the Common Area.

Nothing in this Section shall be construed to require an Owner or Resident to inspect for, remove, or remediate transient or temporary weather-related or environmental conditions within the Common Area that are within the Association's discretion under Section 6.1.4.

Nothing in this Section shall be construed to limit the Association's authority to perform reasonable cleaning, debris removal, or maintenance necessary to support its Maintenance Obligation for the Common Area.

6.1.6. Common Area and Assessment Districts

Common Area that serves exclusively one Assessment District shall, based on the benefit conferred, be budgeted, reserved for (including reserve fund contributions), and assessed solely against the Units within the benefiting Assessment District, as provided in this Declaration and **Exhibit D**.

6.1.7. Mixed-Use Units and Common Area Supplemental Maintenance

Notwithstanding the Association's exclusive Maintenance Obligation for Common Area, the Board may, upon written request, authorize one or more Mixed-Use Owners to arrange and fund supplemental services or maintenance exceeding the Association's baseline Maintenance Obligation, provided such work is performed in accordance with standards and conditions established (including insurance requirements), and subject to revocation, by the Board. Supplemental services may include, without limitation, additional snow removal, enhanced landscaping or beautification, increased cleaning or litter pickup, additional trash service or dumpsters, enhanced lighting, signage upkeep, or pest or wildlife mitigation, provided such services are limited to Common Area areas and facilities reasonably attributable to, and primarily benefiting, the Mixed-Use Units.

Approval of any supplemental service under this Section shall be discretionary, may be conditioned or revoked by the Board in writing at any time, and shall not establish a precedent or create any obligation on the part of the Association to approve, continue, or replicate such services for any Owner, Unit, or area of the Project. Unless expressly provided by the Board, the Association shall not be obligated to continue or replicate any such supplemental services.

As a condition of approval, the Board may require certificates of insurance naming the Association as additional insured, written contractor warranties assigned to the Association upon completion, and reasonable deposits or bonds to secure restoration.

6.1.8. Mixed-Use Units and Common Area Alterations

Notwithstanding the Association's exclusive Maintenance Obligation for Common Area, the Board may, upon written request, authorize one or more Mixed-Use Owners to fund and construct, remove, alter, modify, replace, or install improvements within Common Area reasonably attributable to the Mixed-Use Units, provided all such work is subject to prior approval, conditions (including design review, permitting, indemnification, and insurance), and revocation by the Board, in accordance with the procedures and standards set forth in Article 8 – ARCHITECTURAL CONTROL.

All such work shall comply with applicable laws and regulations, including accessibility standards, and with any third-party requirements, including but not limited to those of utility providers or the U.S. Postal Service. Approval under this Section shall be discretionary, may be conditioned or revoked by the Board in writing at any time, and shall not establish a precedent or create any vested right or obligation on the part of the Association to approve similar work for any Owner, Unit, or area of the Project.

As a condition of approval, the Board may require certificates of insurance naming the Association as additional insured, written contractor warranties assigned to the Association upon completion, and reasonable deposits or bonds to secure restoration.

All improvements, alterations, or removals approved under this Section shall, upon completion, be integrated into the Common Area and thereafter subject to the Association's Maintenance Obligation; provided, however, that to the extent any such work is defective, non-compliant, prematurely fails, or requires correction due to the actions or omissions of the Mixed-Use Owner or its contractors, and is not covered by Association insurance, all related costs shall remain the responsibility of the Mixed-Use Owner.

6.2. Limited Common Area

Except as otherwise provided by applicable law or this Declaration, the Association shall have the exclusive right and responsibility to operate, manage, and perform its Maintenance Obligation for the Limited Common Area, at its sole expense.

6.2.1. Scope of Limited Common Area

The Limited Common Area appurtenant to Attached Units includes, without limitation, the following areas and improvements, to the extent designated on the Plat or otherwise treated as Limited Common Area under this Declaration: (1) front patios, porches or stoops, exterior stairs, and concrete pads immediately adjacent to Units (excluding pads or platforms supporting HVAC equipment, utility boxes or meters, or other mechanical or electrical equipment); (2) patio or stair railings and associated gates; and (3) walkways connecting Common Area sidewalks to the entry porches or stoops of individual Units. Except as otherwise provided in this Declaration or the Plat, all Limited Common Area is subject to the Association's Maintenance Obligation.

The excluded pads, platforms, equipment, boxes, and meters in this Section are not Limited Common Area. Responsibility for their maintenance rests with the applicable Owner or, where the equipment is owned or maintained by a utility provider or governmental entity, with that provider or entity.

6.2.2. Mixed-Use Limited Common Area

In addition to the Limited Common Area described in Section 6.2.1 – Scope of Limited Common Area, and with respect to the Mixed-Use Units, the Mixed-Use Parking Area together with the adjoining Common Area lying south of (but not including) 440 North Street and east of the north-south plat boundary line labeled N00°47'08"E (as if extended north and south to the edges of the Common Area), as shown on the Plat, is hereby designated Limited Common Area appurtenant solely to Lots 31 and 32, which contain the Mixed-Use Units.

This designation shall remain in effect and may not be amended to reduce or eliminate any lawful use classification or permitted use of the Mixed-Use Units that is both permitted under this Declaration and permitted under applicable zoning in effect as of the date of this Declaration. If applicable zoning or land use regulations are amended in a manner that is more restrictive than this Declaration, such regulatory restrictions shall control notwithstanding the provisions hereof. If such regulations are amended in a manner that is less restrictive, the provisions of this Declaration shall continue to govern unless amended in accordance with this Declaration and applicable law.

The designation of the Mixed-Use Parking Area as Limited Common Area for maintenance purposes does not determine or alter the allocation of insurance obligations or insurance costs, which shall be governed exclusively by Article 14 – INSURANCE and allocated through the Association's budget and assessments as provided in Article 12 – BUDGET, REGULAR ASSESSMENTS, AND FUNDS.

6.2.3. Limitations on Hazard Remediation

The Association's Maintenance Obligation does not extend to the inspection for, identification of, monitoring of, or remediation of hazardous conditions within Limited Common Area. Each Owner shall be responsible, as part of their Maintenance Obligation, for addressing hazardous conditions on or about the Limited Common Area appurtenant to their Unit, including, as applicable, snow or ice accumulation, water buildup or puddling, debris, litter, or similar conditions. Owners are expected to take reasonable measures as necessary for safety and use; however, the temporary presence of such conditions shall not, in and of itself, constitute a violation of this Declaration.

Notwithstanding the foregoing, the Association shall remain responsible under its Maintenance Obligation for the repair and replacement of Limited Common Area improvements themselves, including without limitation deteriorated or damaged surfaces, failed components, or similar conditions. This responsibility applies whether or not such damage also creates a hazard.

6.2.4. Owner and Resident Use Obligations

Notwithstanding each Owner's Maintenance Obligation for Limited Common Area, each Owner and Resident shall remain responsible for ensuring that the Limited Common Area appurtenant to their Unit is: (1) kept neat and clean and free of litter, debris, or conditions created by such Owner, Resident, or their guests or invitees; and (2) free from any obstruction or interference that would impair or prevent the Association's Maintenance Obligation for Limited Common Area improvements. Such responsibilities form part of each Owner's obligations under this Declaration in addition to the Owner's Maintenance Obligation for the Limited Common Area.

6.3. Units

Except as otherwise provided by law or in this Declaration, and subject to the exceptions for certain types of Attached Units, each Owner shall, as an incident of ownership, have the right to improve and remodel the Owner's Unit. Each Owner also bears the Maintenance Obligation for the Owner's Unit and all of its components, at the Owner's own expense, including weather barriers, seals, and other weatherproofing.

6.3.1. Townhome Units

As an exception to an Owner's general Maintenance Obligation, the Association's Maintenance Obligation for Townhome Units includes, at the Association's expense, the exterior components of each Townhome Unit, except for the following, which remain the Owner's Maintenance Obligation: (1) consumables; (2) skylights; (3) exterior glass; (4) windows, frames, and bucks; (5) window wells and their contents; (6) screens; (7) doors, thresholds, hardware, door frames, and bucks; (8) garage doors and floors; (9) foundation walls, whether or not portions extend above grade, slabs, and other below-grade structures; (10) HVAC equipment and all related components serving only one Unit; (11) water spigots, hose bibs, and other similar exterior water fixtures serving only one Unit; and (12) utility equipment, lines, and conduits that serve only one Unit and are located within or under the Unit—together with all associated weatherproofing, sealants, gaskets, and related components integral to any of the foregoing, such that water intrusion through any of these elements is the Owner's responsibility.

The Association's Maintenance Obligation further includes the exterior painting of window frames, doors and their frames, and any related exterior trim. In addition, to the extent above grade, it includes: (a) exterior wall systems constructed above the foundation walls (including structural sheathing; weather-resistive barriers and membranes; flashing, sealants, and related waterproofing at penetrations and edges; siding, stucco, stone, brick, and trim; wall system vents; paint and other surface finishes; and all other related wall system components); (b) roof systems (including structural sheathing; underlayment and moisture membranes; flashing, sealants, and related waterproofing at penetrations and edges; shingles or other roof coverings; fascia, soffit, and roof vents; and all other related roof system components); (c) rain gutters and downspouts; (d) exterior exhaust vents, including dryer, bathroom, and kitchen vents; (e) exterior light fixtures and other mounted electrical devices; (f) exterior enclosures, boxes, and housings for utility meters, whether serving one or more Units; (g) originally installed exterior components such as shutters and awnings; and (h) any other exterior architectural features or appurtenances that are part of the original design or required for the integrity and uniform appearance of the building envelope.

6.3.2. Mixed-Use Units

The Association's and Owners' respective Maintenance Obligations for Mixed-Use Units shall be the same as those set forth for Townhome Units in § 6.3.1, together with the following additional Owner responsibilities, which shall remain the sole responsibility of the Mixed-Use Unit Owner as part of the Owner's Maintenance Obligation: (1) all windows and doors of the Workplace portion of the Unit, including their frames, bucks, thresholds, hardware, and glass, together with all associated weatherproofing, sealants, gaskets, and related components; (2) all signage, awnings, and other exterior fixtures or alterations appurtenant to the Workplace portion of the Unit; (3) all exterior lighting, wiring, or fixtures serving or located within the Workplace portion of the Unit; and (4) any other exterior improvements or appurtenances unique to the Workplace portion of the Unit. Except as expressly provided in this subsection, all other above-grade exterior components of Mixed-Use Units shall remain subject to the Association's Maintenance Obligation as described in § 6.3.1.

In addition to the foregoing allocation of Maintenance Obligations, the following shall apply to alterations of Mixed-Use Unit exteriors: The Board may, upon written request, authorize a Mixed-Use Owner to fund and construct, remove, alter, modify, replace, or install improvements affecting the exterior of a Mixed-Use Unit, subject to prior approval, conditions (including design review, permitting, indemnification, and insurance), and revocation by the Board, in accordance with the procedures and standards set forth in Article 8 – ARCHITECTURAL CONTROL. Any such work shall, upon completion, become part of the Unit exterior and thereafter subject to the Association's Maintenance Obligation, unless otherwise expressly provided by the Board.

6.3.3. Exception Limits

The intent and purpose of the foregoing exceptions to Owners' Maintenance Obligation are to enable and obligate the Association to ensure: (1) timely maintenance, repair, and replacement of the above-grade exterior portions of Townhome Units and Mixed-Use Units; and (2) consistency in color, style, quality, and other exterior characteristics of such Units.

Notwithstanding anything to the contrary in the Governing Documents, the Association's Maintenance Obligation with respect to Townhome Units and Mixed-Use Units is limited to reasonable maintenance, repair, and replacement in relation to ordinary wear and tear and useful life. The Association shall also be responsible for performing maintenance, repair, and replacement in relation to extraordinary wear or damage; however, to the extent such work is not covered by Association insurance, the Owner(s) of the affected Unit or any other party responsible for such wear or damage shall remain responsible for all related costs.

6.3.4. Ingress and Egress Conditions

Without limiting an Owner's Maintenance Obligation for their Unit, each Owner shall remain responsible for snow, ice, and water buildup, together with debris, litter, and other similar transient conditions or hazards, occurring on or immediately adjacent to garage doors, drive aprons, porches, patios, entry landings, walkways, stairs, and other areas that are used by the Owner, any Resident, tenant, guest, invitee, or other occupant of the Unit for ingress and egress between the Unit and adjacent Common Area or Limited Common Area.

6.3.5. Exterior Alterations

Except as otherwise expressly provided in this Declaration, no Owner of an Attached Unit may make any exterior alteration, remodeling, or modification to the Unit or any Limited Common Area appurtenant to the Unit—including changes to exterior finishes, colors, fixtures, windows, doors, lighting, landscaping, fencing, or architectural features—without the prior written approval of the Board, given in accordance with applicable design standards and Rules.

The Association shall be solely responsible for performing exterior work on Attached Units that falls within the Association's Maintenance Obligation. Nothing in this Subsection shall be construed to permit any Owner or other party to alter, modify, or interfere with any exterior element maintained by the Association, except as expressly approved by the Board in accordance with this Declaration.

6.3.6. Repairs by Association

No Owner shall permit its Unit to fall into a state of disrepair. If any portion of a Unit falls into a condition that is dangerous, unsafe, unsanitary, or inconsistent with community standards, the Association may give written notice to the Owner describing the condition and demanding corrective action within fifteen (15) days, or such longer reasonable time as the Board may determine under the circumstances.

If the Owner fails to take corrective action within the specified period, the Association shall have the right, but not the obligation, to enter upon the Owner's Unit (pursuant to the access easement granted in this Declaration) and perform such work as is reasonably necessary to abate the condition. All costs incurred by the Association in connection with such corrective action, including reasonable attorney fees, shall be levied against the Unit and its Owner(s) as an Individual Assessment, collectible in the same manner as other Assessments under this Declaration.

The Association may enforce collection of such costs either through foreclosure of the lien created by this Declaration or through any other lawful means, without limiting its rights or remedies.

6.3.7. Construction Defects

The Association shall have no Maintenance Obligation or other responsibility for any construction defect in a Unit, or for any damage, failure, or harm caused by or arising from such a defect. Any such defect, or alleged defect, shall be deemed a matter solely between the affected Owner(s) and the builder, developer, contractor, or other responsible party. The Association shall have no obligation to investigate, intervene in, or resolve any such matter on behalf of any Owner.

Notwithstanding the foregoing, if a construction defect affects a component of a Unit for which the Association has a Maintenance Obligation under this Declaration, the Association shall remain responsible for performing the required maintenance, repair, or replacement to the extent of that obligation. However, to the extent such work is necessitated by a construction defect and is not covered by the Association's insurance, all related costs shall be the responsibility of the Owner(s) of the affected Unit, who shall retain any right or claim against the builder, developer, contractor, or other responsible party.

For purposes of this Subsection, a "construction defect" means any original design, material, workmanship, or construction deficiency, and shall not include damage or failure caused by the Association's own maintenance, repair, or replacement activities.

6.4. Maintenance Caused by Owner

To the extent any Owner, Resident, or their guest(s) or invitee(s) cause damage to the Common Area or Limited Common Area, all costs of cleaning, maintenance, repair, replacement, or restoration necessitated by such damage, together with all related administrative, legal, collection, enforcement, and other costs, shall be deemed an Individual Assessment and levied against the Owner's Unit. If the responsible party is a non-Owner Resident of a Unit, or the guest or invitee of such Resident, the Owner of the Unit shall be jointly and severally liable for all such assessments.

6.5. Weather-Related Conditions—Personal Risk and Safety

Each Owner and Resident acknowledges and agrees, on behalf of themselves and their guests, invitees, agents, contractors, and service providers, that weather-related, environmental, or incidental conditions may create temporary or intermittent hazards on the Common Area, Limited Common Area, and other portions of the Project, including without limitation: snow, ice (including black ice), rain, hail, flooding, heat, wind, mud, erosion, windblown debris, improperly placed objects, fallen items, litter, insects or rodents, wildlife, or utility interruptions. Such conditions may arise even when the Association is timely performing its Maintenance Obligation.

BY ACCEPTING OR ASSERTING ANY RIGHTS UNDER THIS DECLARATION, OR BY ENTERING, OCCUPYING, OR UTILIZING ANY COMMON AREA, LIMITED COMMON AREA, OR ANY SERVICE PROVIDED BY THE ASSOCIATION, EACH SUCH PERSON KNOWINGLY AND VOLUNTARILY ASSUMES THE RISKS DESCRIBED HEREIN AND WAIVES ANY CLAIM AGAINST THE ASSOCIATION FOR INJURY OR DAMAGE ARISING FROM SUCH CONDITIONS, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT IN CASES OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Except as expressly provided in this Declaration, and consistent with §§ 6.1.4 and 6.2.3, 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 the Indemnitees 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, invitee, agent, contractor, or service provider while on the Project during or following any weather-related, environmental, or incidental condition, except to the extent caused by the gross negligence or willful misconduct of the Association or its Indemnitees. This indemnification obligation shall survive the termination of such Owner's or Resident's ownership or occupancy.

7. PARTY WALLS

7.1. General Rules of Law Apply

To the extent not inconsistent with the Act, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions in relation to Party Walls shall apply.

7.2. Maintenance of Party Walls

Each Unit that shares one or more Party Walls with another Unit(s) may also share other common elements, such as a common roof, common exterior walls, or other common exterior elements with an adjacent Unit(s). As such, certain maintenance and repairs to portions of Units with Party Walls may become necessary that involve one or more adjacent Units. Therefore, except as otherwise provided herein, maintenance, repair, and replacement of common roofs, common exterior walls, or other common exterior elements of such Units shall be performed by the Association.

Regarding interior Party Walls, the Owners of such shared interior Party Walls shall jointly and severally be responsible for their maintenance, repair, and replacement; the Association shall not have any duty to maintain, repair, or replace any such interior Party Wall unless the Association is an Owner of such.

7.3. Destruction of Party Walls

If a Party Wall is destroyed or damaged by fire or other casualty, the Owners that share the Party Wall shall restore the same.

7.4. Cost Sharing for Party Walls

The costs related to the maintenance, repair, and replacement of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use. Notwithstanding, costs related to repairing any damage beyond normal wear and tear to a Party Wall that is caused intentionally or otherwise by an Owner or its Resident, or the guest or invitee of either, shall be the responsibility of that Owner.

8. ARCHITECTURAL CONTROL

8.1. Architectural Committee

The Board may appoint a committee as provided in the Bylaws to serve as the Architectural Committee for purposes of overseeing exterior architectural characteristics of the Association. If not created, the Board shall function as the Architectural Committee. Except as otherwise provided in this Declaration, and consistent with the Association's architectural control standards, it shall be the duty of the Architectural Committee to oversee the external characteristics of Units and the landscaping of the Lots in accordance with the Association's architectural control standards. Further, the Architectural Committee shall not be responsible for: (1) determining that any modification or plan conforms to applicable building codes, zoning ordinances, and other governmental or land-use regulations; (2) the content or accuracy of any plan, documents,

specifications, or the like prepared by the applicant or by any architect, engineer, or other person; (3) any loss, damage, or failure due or related to, either directly or indirectly, any natural or man-made condition(s) that may exist; or (4) any failure of applicant or any other person to carry out work in accordance with plans.

Notwithstanding anything to the contrary in this Declaration or the Bylaws, the Architectural Committee may, but need not, be comprised of architects, engineers, or similar professionals, the Manager or any of its employees, or any other Person regardless of membership in the Association. Even so, the Board may have the final say in decisions made by the Architectural Committee.

8.2. Architectural Control Standards

Consistent with any architectural control standards in this Declaration, the Board may adopt additional architectural control standards in the form of Rules with respect to the external characteristics of Units and the Lots (including landscaping) upon which they are constructed, including but not limited to such exterior characteristics as colors, materials, appearance, etc. Notwithstanding such Rules or the lack thereof, and except as otherwise provided in this Declaration, the Association's architectural control standards shall include maintaining such external characteristics materially consistent with their original construction unless otherwise approved for general application across the Association or an Assessment District(s) by a majority vote of the applicable Members.

Notwithstanding the foregoing, no Rule or other architectural control standard may be adopted or enforced with respect to the interior of a Unit or the landscaping of a Lot's fully fenced backyard for which the Owner, as opposed to the Association, is responsible for the maintenance thereof.

8.3. Architectural Committee Approval

Prior to any material modification of the external characteristics of a Unit or to the landscaping of a Lot (except for the landscaping of a fully fenced backyard for which the Owner as opposed to the Association is responsible for the maintenance thereof), an applicant shall submit written plans to the Architectural Committee for approval. Notwithstanding, only the Association (as opposed to Owners and Residents) has the right to modify Common Area and Limited Common Area.

The applicant must ensure that plans submitted to the Architectural Committee are in conformance with all applicable building codes, zoning ordinances, and other applicable governmental or land-use regulations. The Architectural Committee shall have no liability to any applicant or other party for plans that are not in conformance with the foregoing, approved or otherwise. Corrections or changes in plans to bring them in to conformance must be approved by the Architectural Committee prior to modification.

The Architectural Committee shall review submitted plans and respond in writing to the applicant within thirty (30) days of submission with either: (1) an approval; (2) a variance that is described in detail in writing and acts as an approval; (3) a disapproval that includes the specific reasons for such that, if correctable, once corrected by the applicant will result in approval; or (4) a reasonable request for additional essential information. The decision of the Architectural Committee shall be based solely upon the provisions of this Declaration and any pre-existing and duly adopted Rules that set forth the Association's architectural control standards; such decision shall not be based on or influenced by the personal preferences of any member of the Architectural Committee, the Board, or other party. It is the duty of the Architectural Committee to timely approve plans that reasonably comply with the Association's architectural control standards:

8.4. Board Oversight of Architectural Committee

The Architectural Committee shall have primary authority to approve, deny, or condition applications for exterior alterations pursuant to Article 8, subject to the following: (1) The Board may, at any time and in its sole discretion, review, modify, or reverse in writing any decision of the Architectural Committee. Any such Board action shall be final and binding; (2) The Board may, by resolution recorded in the minutes, designate the Architectural Committee to serve in a purely advisory capacity, in which case all final decisions on

applications shall be made by the Board; (3) Any change in the Committee's authority under subsection (2) shall apply prospectively only and shall not affect applications already under review or previously decided unless the Board expressly states otherwise.

8.5. Noncompliance

If at any time the Board finds that a modification or other work done is not in substantial compliance with the Association's architectural control standards, approved plans, or was done without first obtaining approval, such shall be considered a violation to be removed or cured within thirty (30) days of written notice in accordance with applicable law or the provisions of the Bylaws for violation of this Declaration. If the Owner fails to remove or cure the noncompliance as required, or to enter into an agreement to remove or cure on a basis satisfactory to the Architectural Committee within the thirty (30) day period or any extension thereof as may be granted, the Board may, at its option, cause the noncomplying work to be removed or cured and the Owner shall reimburse the Association upon demand for all costs and expenses incurred, including collection costs and reasonable attorney fees and costs, such costs and expenses shall be considered an Individual Assessment, and the Association shall have a lien against the noncompliant Unit in the amount of all such costs and expenses.

8.6. Architectural Variances

The Architectural Committee may authorize a variance for compliance with any architectural control standard Rules when it determines that circumstances such as topography, natural obstruction, hardship, or cost, aesthetic, or environmental considerations justify such a variance. Notwithstanding the foregoing, no variance shall: (1) be effective unless in writing; (2) be contrary to this Declaration; or (3) prevent the Architectural Committee from denying a variance under similar circumstances.

If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any aspect of the Governing Documents other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all applicable ordinances, laws, and other governmental regulations.

8.7. 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.

9. 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.

The limitations and restrictions in this Article are intended to operate within the exceptions permitted under Section 3.9.

9.1. Household Composition

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

9.2. Guest Use of Common Area

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

9.3. 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.

9.4. Business Use

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

9.5. Garage Sales

The Board shall have the power to establish Rules to allow and to that place reasonable conditions and restrictions on garage sales and yard sales within the Project. Absent such Rules, garage sales and yard sales are prohibited. Notwithstanding the foregoing, other limitations and restrictions provided in this Declaration, the Article of Incorporation, or the Bylaws, such as those regarding parking, signs, nuisance, and other topics are not subject to such rulemaking.

9.6. 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.

9.7. Fireworks

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

9.8. Graffiti

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

9.9. Trash Containers

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

9.10. 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, Common Area, and Limited Common Area. Such conditions include but are not limited to bicycles, toys, or other personal property left on Common Area or Limited Common Area or that otherwise interferes with the Association's Maintenance Obligation.

9.11. Nuisance, Noise, and Quiet Hours

The term "nuisance," as used in this Declaration, means any condition or activity that is injurious to health, indecent, offensive to the senses, or an obstruction to 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, or about the Common Area, Limited Common Area, and Units.

Nuisances include, but are not limited to, 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 embarrassment, discomfort, annoyance, distress, or disturbance to other Owners, Residents, or their guests or invitees, particularly if law enforcement is called to restore order; (3) creates an unreasonable amount of noise or traffic, especially between the hours of 10:00 p.m. and 7:00 a.m.; or (4) results in an unreasonable level of light or sound pollution, particularly if out of character with the rest of the Project.

The Board shall have the power to adopt and enforce Rules consistent with this Subsection, including the establishment of quiet hours, noise standards, and other nuisance-related restrictions. The Board may adopt different quiet hours or related Rules for Workplaces, as defined in this Declaration, to reflect their intended use and function.

9.12. Damage or Waste

No Owner, Resident, or their guest or invitee may cause, permit, or contribute to any damage to, or waste of, the Common Area or Limited Common Area. Damage includes any act or omission that results in the deterioration, defacement, destruction, or impairment of shared property. Waste includes the misuse, abuse, neglect, or unauthorized alteration of shared property, whether intentional or negligent.

This restriction does not prohibit reasonable and non-destructive personal or recreational use of Common Area surfaces that does not result in lasting marks, stains, or harm and is promptly cleaned up or removed when appropriate. The Board may adopt Rules to clarify permitted or prohibited activities under this Subsection.

9.13. Smoking

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

9.14. Hazardous Substances

Owners and Residents shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances within the Project that are not properly controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept within the Project which would be in violation of any public law, ordinance, or regulation. Each Owner shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association or any of its Indemnitees arising from or in any way related to the acts or omissions of the Owner or its Residents or their guests or invitees in relation to such hazardous substances.

9.15. Open-Flame Devices

As required by Utah Code 15A-5-103 and section 308 of the International Fire Code, 2018 edition, the outdoor use and storage of open-flame devices is strictly prohibited unless such devices are stored and operated at least ten (10) feet away from all combustible construction including Units, combustible balconies, garages, and fencing (including vinyl fencing). Further, the use and storage of open-flame devices is strictly prohibited on grass and planter areas and on driveways. The use of open-flame devices is strictly prohibited in garages. Open-flame devices include barbecues, charcoal-fueled grills, fire pits, and any other outdoor device that produces a flame.

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

9.16. 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.

9.17. Reservations and Admission Fees

The Board shall have the power to establish Rules for: (1) reserving the use of Common Area facilities, including parking facilities, to certain parties at certain times at the exclusion of the general membership of the Association; and (2) for charging reasonable admission and other fees for such reservations. The fees charged shall be sufficient to cover the costs of making the reservations, inspecting the facilities before and after use, cleaning the facilities after use as needed, and otherwise managing the reservations and related incidental work. Notwithstanding the foregoing, no such reservations or fees shall be allowed for Common Area streets or sidewalks or for Limited Common Areas, nor shall any fees be charged without reservations

for the use of any Common Area by the general membership of the Association, nor shall the general membership of the Association be prohibited from using any Common Area when not reserved.

9.18. Fences and Walls

Except as provided in this Declaration, no fence, wall, or the like shall be caused to be installed by any Owner or Resident on Common Area or Limited Common Area. The Board shall have the power to remove any such structure and to assess all costs related to removal to the Resident and Owner of the Unit at which the structure is kept.

9.19. Trees, Shrubs, and Bushes

No tree, shrub, bush, hedge, or the like, real or artificial, shall be caused to be planted in or placed on the Common Area or Limited Common Area by any Owner or Resident. The Board shall have the power to remove any such plant and assess the cost related of removal to the violating Owner or Resident and to the Owner of the Unit at which such plant is kept.

9.20. Lawn and Vegetation

Any condition brought about or activity carried out by an Owner, Resident, or their guest or invitee, or any condition arising from a Unit or other Improvement, that materially disturbs, damages, or destroys the lawn, vegetation, landscaping, sprinkler system, or other appurtenances of the Project, whether above or below ground, is prohibited.

9.21. Planting and Gardening

No planting or gardening, real or artificial, shall be caused to be done by any Owner or Resident in the Common Area or the grounds of the Limited Common Area. The Board shall have the power to remove any such planting and assess the cost related to such removal to the violating Resident and to the Owner of the Unit at which the planting occurred. The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the placement of easily movable planter boxes and the like on Limited Common Area immediately around Units, including prohibiting such planter boxes or the like entirely within the Project. Notwithstanding the foregoing, the Board shall not allow placement of planter boxes or the like that interfere with or increase the cost of recurring landscape maintenance, or that will cause damage to the landscaping.

9.22. 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, Common Area, or Limited 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 9.22 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 9.22.1 through 9.22.5 are strictly prohibited, as they are commonly classified as high-risk by insurance providers or are otherwise unsuitable for residential settings.

9.22.1. 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.

9.22.2. 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.

9.22.3. 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.

9.22.4. 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.

9.22.5. 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).

9.22.6. Pet Registration

All dogs and cats kept within the Project shall, at all times, be registered or licensed with the applicable City or County authority, as required by law.

In addition, all Owners and Residents shall register their pets annually with the Association. Required documentation for pet registration shall include: (1) the name and Unit address of the pet, and the name of the Owner or Resident submitting the application; (2) the type and breed of the pet; (3) a complete copy of the written application submitted to the City or County (or other licensing authority) for the pet's licensure or registration; (4) a complete copy of the issued license or registration certificate; (5) copies of veterinary records, proof of vaccination, health certificates, or other materials required by the licensing authority; (6) the license or registration number issued to the pet; (7) the name and jurisdiction of the licensing or registering authority; and (8) at least one current color photograph of the pet sufficient to visually and accurately identify the animal at the time of registration.

Failure to provide all required documentation—or submission of incomplete, outdated, or false information—shall result in denial of the registration request, in which case the pet shall not be permitted to remain within the Project or any Unit.

Each pet shall at all times wear the identification tag or other form of identification issued by the applicable licensing or registering authority.

The Board shall have the authority to adopt Rules related to pet registration, provided such Rules are not inconsistent with this Declaration. Such Rules may include, without limitation: (A) a pet registration fee not to exceed \$50.00 (fifty U.S. Dollars), or a lesser amount if required by applicable law; (B) requirements for additional documentation in support of registration, beyond that specified herein; (C) procedures governing the registration, review, approval, or denial of any pet; (D) a schedule of fines specific to pet-related violations; and (E) conditions under which an Owner or Resident may be required to permanently remove a pet from the Project.

9.22.7. 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.

9.22.8. 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, Limited 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.

9.22.9. Pet Removal

The Association may require the permanent removal of any pet from the Project upon written notice to the pet owner and the Owner of the Unit where the pet is kept. Permanent removal shall be required if the pet has been the subject of two (2) fines—whether for unregistered status, nuisance conduct under Section 9.22.8 – Pet Nuisance, other violations of the Governing Documents, or any combination thereof.

In addition, any pet that bites and breaks the skin, causes injury requiring medical attention, or otherwise physically harms any person or animal—whether on the Common Area, Limited Common Area, or any other portion of the Project—shall be immediately and permanently removed from the Project upon written notice from the Association. 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 9.22.8 – 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 removal and recover all related costs—including enforcement, removal, and legal expenses—as provided in Section 9.22.10 – Joint and Several Liability.

9.22.10. Joint and Several Liability

Each pet owner and the Owner(s) of the Unit at which the pet is kept—whether such pet is registered with the Association or 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 or Limited 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.

9.22.11. Indemnification

Each pet owner and the Owner(s) of the Unit at which the pet is kept—whether such pet is registered with the Association or 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.

9.23. Signs, Banners, and Flags

No sign, banner, flag, or similar item shall be caused to be placed or displayed by any Owner or Resident on the Common Area, Limited Common Area, or the exterior of their Unit, nor shall any such item be placed or displayed within a window or otherwise in a manner visible from outside the Unit. Such items include, but are not limited to: (1) political signs, for sale or for rent signs, security signs, posters, billboards, and all other types of signs, banners, flags, or similar items, regardless of size, message, location, or placement; (2) electronic, digital, or other types of display; and (3) advertising of any kind whatsoever.

Notwithstanding the foregoing, common welcome doormats that do not include political, activist, or other similar messages shall not be prohibited.

Notwithstanding the foregoing, the Board may adopt Rules that modify or override this restriction—but only with respect to Workplaces, as defined in this Declaration, and only to the extent necessary to permit the display of signage, banners, or flags directly related to the authorized business activity of such Workplaces. Any such Rule must: (4) be consistent with applicable law; (5) apply uniformly to all similarly situated Workplaces; (6) establish reasonable limitations on number, size, location, design, and duration; (7) require prior written approval of the Board for any placement on Common Area, Limited Common Area, or the exterior of an Attached Unit, with such approval based on both the functional needs of the Workplace and the potential community impacts of the proposed placement; and (8) authorize the Board to impose a reasonable impact fee or cost-recovery charge for any such signage located on Common Area, Limited Common Area, or any area for which the Association has a Maintenance Obligation, in order to offset any increased burden or costs to the Association.

Notwithstanding the foregoing, the Association shall not prohibit any Owner or Resident from displaying a United States flag inside their Unit, on their Lot, or within the Limited Common Area appurtenant thereto, or on the exterior of their Unit, provided the display complies with United States Code, Title 4, Chapter 1 (“The Flag”), and provided that no portion of the Common Area or Limited Common Area is damaged, altered, or interfered with in order to facilitate the display.

9.24. Holiday Displays

No holiday or religious sign, symbol, decoration, or similar item shall be placed, displayed, or affixed by any Owner or Resident on the Common Area, Limited Common Area, or the exterior of any Attached Unit.

Notwithstanding the foregoing, the Board may adopt Rules permitting the temporary display of holiday or religious signs, symbols, or decorations, subject to reasonable time, place, and manner restrictions. Any such Rules shall: (1) comply with applicable law; (2) apply uniformly to similarly situated Lots and Units; (3) require that all such displays be temporary in nature, cause no lasting marks or damage, and be generally consistent with those customarily displayed in single-family residential neighborhoods; and (4) prohibit any unauthorized interference with the Association's ability to fulfill its Maintenance Obligation during the permitted display period.

For purposes of this Section, the term "holiday" shall be limited to official federal and Utah state holidays as they may change from time to time.

9.25. Antennas

Subject to applicable federal and state law, including the federal Over-the-Air Reception Devices (OTARD) Rule as it may be amended from time to time, the following shall apply:

With respect to Attached Units, the Association reserves the right to enter into exclusive contracts or bulk service agreements with commercial providers of cable, fiber, satellite, or similar data/media services, including the right to negotiate and/or grant exclusive access rights to such providers. Except as may be required by law or permitted by the Association, no satellite dish, antenna, or similar device—including any related cabling or hardware—may be installed, placed, or maintained on the exterior of any Attached Unit, Common Area, or Limited Common Area. However, such devices may be used within the interior of the Unit.

With respect to all Units, no radio or television antennas (as distinct from satellite dishes or data/media antennas) may be installed or mounted on any Unit, Common Area, or Limited Common Area. However, (a) Owners of all Units may temporarily use non-mounted radio or television antennas on their Lot or its exclusively appurtenant Limited Common Area, subject to reasonable time, place, and manner Rules adopted by the Board, if any; and (b) any such devices may also be used within the interior of the Unit.

In general, the OTARD Rule does not apply to the exterior surfaces of Attached Units, because such surfaces are either owned by the Association or subject to its exclusive Maintenance Obligation. As a result, the Association may prohibit or regulate antenna placement in these areas without violating OTARD, which protects only those installations located on property within the exclusive use or control of the Owner and not maintained by the Association.

9.26. Temporary Structures

Except as otherwise provided in this Declaration, no Owner or Resident may place, install, or maintain any shed, storage container, tent, gazebo, or other temporary structure on the Common Area or Limited Common Area.

With respect to Attached Units, the Board may adopt Rules permitting and regulating temporary structures, provided such structures are not permanently affixed to a Unit and are located entirely within the Limited Common Area exclusively appurtenant to that Unit. Any such Rules must: (1) apply uniformly to all similarly situated Units; (2) prohibit structures that constitute a nuisance or are unsightly or unsafe; and (3) prohibit any interference with, or damage to, the Common Area or to any element subject to the Association's Maintenance Obligation.

Notwithstanding the foregoing, the Board may adopt separate Rules permitting temporary structures on the Common Area in connection with the authorized business activities of a Workplace, as defined in this Declaration. Any such Rules must: (4) be consistent with applicable law; (5) apply uniformly to similarly situated Workplaces; (6) establish reasonable limitations on the number, size, duration, and permitted purposes of such structures, consistent with their intended business use; (7) require prior written Board approval for any such placement; and (8) authorize the Association to impose reasonable impact fees or cost-recovery charges to offset any increased burden on Common Area use or maintenance.

9.27. Unit Attachments and Fixtures

Except as otherwise provided in this Declaration, no Owner or Resident shall affix, install, mount, or otherwise place anything—including, but not limited to, awnings, canopies, shutters, clotheslines, pots, plants, wind chimes, hoses or reels, lights, gates, electronic devices, flagpole holders, or similar items—on any exterior surface of an Attached Unit. Notwithstanding the foregoing, the Board may adopt reasonable Rules allowing and regulating such attachments, provided they do not unreasonably interfere with, increase the cost of, or impede the Association's performance of its Maintenance Obligation, and provided they do not otherwise endanger safety, damage structural components, or violate applicable codes or ordinances.

9.28. Solar Equipment

Notwithstanding anything to the contrary herein, no Owner or Resident shall install or cause to be installed a solar energy system of any type whatsoever, including but not limited to solar panels, solar water heaters, and solar power battery storage systems, on any roof, exterior wall, other exterior building surface, Common Area, Limited Common Area, or other location for which the Association has a Maintenance Obligation, such as Attached Units.

9.29. Structural Integrity

Except as otherwise provided in this Declaration, nothing shall be done in any Attached Unit, or in, on, or to Common Area or Limited Common Area, which will impair the structural integrity of a building, or any part thereof, or which would structurally change the building.

9.30. Motor Vehicles

9.30.1. Passenger Vehicles

All passenger vehicles, including but not limited to passenger cars, trucks, vans, and motorcycles, that are parked or stored in the Project by an Owner or Resident shall be registered pursuant to applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Passenger vehicles may be parked or stored in garages, and in Common Area parking stalls as permitted by this Declaration or by Rule. Except for purposes of Association maintenance or repair, or as otherwise established by Rule, no passenger vehicle shall be parked or stored on the streets of the Project.

9.30.2. Recreational Vehicles

All recreational vehicles that are parked or stored in the Project by an Owner, Resident, or their guest(s) or invitee(s) shall be licensed in accordance with applicable laws and ordinances, and maintained in good running condition sufficient for highway use. Recreational vehicles may be stored in garages. Except as otherwise established by Rule, no recreational vehicle shall be parked or stored on the streets or parking stalls of the Project.

9.30.3. Off-Highway Vehicles

No off-highway vehicle, including but not limited to off-highway motorcycles or the like, golf carts, type I, II, and III all-terrain vehicles as defined in Utah Code § 41-22-2, snowmobiles, motorized boats, and motorized aircraft, shall be stored or used in the Project. A non-motorized glider aircraft intended for manned use shall

be considered an off-highway vehicle for purposes of this Declaration. Notwithstanding the foregoing, the Board shall have the power to establish Rules that allow for off-highway vehicles to be brought into and removed from the Project only on trailers and stored only in garages. Any parking or storage of an off-highway vehicle on Common Area or Limited Common Area, and any use or operation of an off-highway vehicle within the Project, shall be considered a nuisance.

9.30.4. Moving Vans

Moving vans and the like may be parked on the streets or parking stalls of the Project during periods of loading or unloading; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule: (1) no moving van shall be stored on the alleyways or parking stalls appurtenant to the Attached Units; and (2) no moving van shall be parked or stored in a parking stall for more than two (2) nights, and then only while the moving van is in the Project for purposes of being loaded or unloaded.

9.30.5. Service Vehicles

Service vehicles that are marked as such and are being used as such, including but not limited to vehicles used by or for contractors, service providers, emergencies, and deliveries, may park on the streets of the Project in the performance of services; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule, no service vehicles shall be parked or stored on the alleyways or parking stalls appurtenant to the Attached Units except temporarily while the service vehicle is in the Project for purposes of the services and while not interfering with access to and from Attached Unit garages.

9.31. Trailers

Trailers may be parked on the streets and parking stalls of the Project while being loaded or unloaded; they should be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Trailers may be stored in garages. Except as otherwise established by Rule: (1) no trailer shall be stored on the streets of the Project; and (2) no trailer shall be parked or stored in a parking stall for more than two (2) nights, and then only while the trailer is in the Project for purposes of being loaded or unloaded.

9.32. Parking and Enforcement

In addition to the restrictions set forth in Sections 9.30 and 9.31, the Board shall have authority to adopt and enforce Rules governing parking within the Project, including on Association streets and in parking stalls. Without limitation, such Rules may: (1) designate certain stalls as "Guest Parking" and restrict such stalls to the temporary use of guests only; (2) restrict or regulate the time periods and durations for parking; (3) require that each Unit's garage be used as the primary overnight parking location for up to two Resident vehicles; (4) limit the number of Resident vehicles from each Unit that may be parked within the Project outside the Unit's garage; (5) authorize the booting and/or towing of vehicles parked in violation, subject to applicable law; (6) assign available Common Area parking stalls to particular Units, Owners, Residents, or other parties by revocable license; (7) impose reasonable fees for the exclusive use of any assigned stall; and (8) adopt a schedule of fines specific to parking violations. In the absence of such a schedule, the Association's general fine schedule, as set forth in the Bylaws, shall apply to parking violations.

Use of Common Area parking stalls outside the Mixed-Use Parking Area by the Owners, Residents, tenants, guests, or invitees of the Mixed-Use Units shall be subject to the same Rules as apply to all other Units. The Mixed-Use Parking Area, however, is Limited Common Area appurtenant solely to Lots 31 and 32 (the Mixed-Use Units), and the general parking rules described above shall not apply to that area. The Owners of the Mixed-Use Units, and their tenants, guests, and invitees, shall have the exclusive right to use the Mixed-Use Parking Area for purposes consistent with the zoning and land-use approvals issued by the City (or its successor land-use authority) applicable to the Mixed-Use Units, which use shall be deemed reasonable. The

Board may adopt and enforce Rules governing the Mixed-Use Parking Area only to the extent such Rules (1) are reasonable and necessary for safety, maintenance, or orderly operation of the Project, and (2) do not contravene or unreasonably interfere with the exclusive rights of the Mixed-Use Units to use the Mixed-Use Parking Area in support of such authorized zoning uses.

9.33. Residential Rentals

The term "residential 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.

9.33.1. Long-Term Residential Rentals

The term "long-term residential 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. Notwithstanding the foregoing, and subject to applicable laws and ordinances regarding the rental and leasing of real property, the Board shall have the power to establish Rules to govern long-term rentals. Such Rules may, but are not limited to: (1) establish uniform criteria for Dwellings to be used as long-term rentals; and (2) establish a schedule of fines specific to long-term rentals. In the absence of such a schedule, the Association's general fine schedule, as set forth in the Bylaws, shall apply to long-term rental violations.

9.33.2. Short-Term Residential Rentals

The term "short-term residential 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 power 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. In the absence of such a schedule, the Association's general fine schedule, as set forth in the Bylaws, shall apply to short-term rental violations.

9.33.3. Residential Tenants Subject to Governing Documents

Each residential tenant and each of their guests and invitees shall be subject to and abide by the terms of the Governing Documents.

9.33.4. Joint and Several Liability; Indemnification

The Owner of a long-term or short-term residential rental shall be jointly and severally liable with its tenants for compliance with the Governing Documents, and for all acts and omissions arising from or related to such rental, regardless of intent or the degree of negligence. The Owner shall also be liable for any damage to Common Area or Limited Common Area caused directly or indirectly by, or in any way related to, a tenant. The Owner shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association or any of its Indemnitees arising from or related in any way to such rental. These obligations are in addition to, and not in limitation of, the obligations of Owners under any other provision of this Declaration.

9.34. Commercial Rentals

The term "commercial rental" as used in this Declaration means the lease, rental, or occupancy of a Workplace, or the commercial portion of a Mixed-Use Unit, to one (1) or more tenants, subtenants, licensees, or other occupants for commercial purposes.

9.34.1. Commercial Rentals Permitted

Subject to applicable laws and ordinances governing the leasing of commercial property, the lease or rental of a Workplace or commercial portion of a Mixed-Use Unit is permitted. The Board shall have the authority to adopt and enforce Rules governing Commercial rentals, which may include, without limitation: (1) registration requirements for commercial tenants; (2) regulation of signage, deliveries, and hours of operation consistent with applicable zoning and land-use approvals; and (3) a schedule of fines specific to violations by commercial tenants.

9.34.2. Commercial Tenants Subject to Governing Documents

Each commercial tenant, subtenant, licensee, and occupant, and each of their guests and invitees, shall be subject to and comply with the Governing Documents.

9.34.3. Joint and Several Liability; Indemnification

The Owner of a Commercial rental shall be jointly and severally liable with its tenants, subtenants, licensees, and occupants for compliance with the Governing Documents, and for all acts and omissions arising from or related to such Commercial rental, regardless of intent or the degree of negligence. The Owner shall also be liable for any nuisance, violation of law, or damage to Common Area or Limited Common Area caused directly or indirectly by, or in any way related to, a Commercial tenant, subtenant, licensee, or occupant. The Owner shall indemnify, defend, and hold harmless the Association and its Indemnitees against any and all actions, claims, damages, expenses, losses, fines, penalties, 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 Commercial rental. These obligations are in addition to, and not in limitation of, the obligations of Owners under any other provision of this Declaration.

9.35. Workplace Compliance

Each Workplace portion of a Mixed-Use Unit shall comply with all applicable zoning ordinances, business-licensing requirements, and other governmental regulations at all times. The Board may adopt Rules requiring Owners of Workplaces to provide reasonable documentation of such compliance (initially and upon reasonable periodic request). Failure to timely provide required documentation or to maintain compliance constitutes a violation of this Declaration and may be enforced as provided herein.

9.36. Limitation on Commercial Uses

The Association may, by Resolution adopted by at least sixty-seven percent (67%) of the Members, further restrict the meaning of "Commercial" to exclude uses determined to be incompatible with the residential character of the Project. Any such Resolution may be amended or revoked only by another Resolution adopted by at least sixty-seven percent (67%) of the Members.

10. 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.

10.1. Compliance

Each Owner and Resident, and their respective family members, tenants, guests, invitees, and service providers, shall comply with all applicable law, this Declaration, the Bylaws, and the other Governing

Documents, including any Rules and Resolutions validly adopted pursuant thereto. Failure to comply shall constitute a violation of the Governing Documents and shall be grounds for enforcement action by the Association or, in a proper case, by an aggrieved Owner, including the levy of fines, the imposition of Individual Assessments, recovery of damages, and injunctive or equitable relief, all as permitted by this Declaration and applicable law.

Each violation of the Governing Documents shall be deemed a continuing violation until cured, and separate fines, assessments, or enforcement measures may be imposed for each day, occurrence, or period during which the violation continues, subject to applicable law and the procedures set forth in the Governing Documents.

10.2. 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.

10.3. 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.

10.3.1. 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.

10.3.2. 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.

10.4. 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).

10.5. 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.

10.6. Use and Compliance Variances

Variances to the provisions of this Declaration may be granted by the Board only upon written application by an Owner and only when strict application would create an unforeseen or unreasonable hardship. The hardship must not be self-created, must not be solely economic in nature (except where directly related to the lawful operation of a Workplace), and must not be a condition generally applicable to a majority of Owners, Residents, or Units. The Board may not grant a variance that would modify or waive any applicable zoning, land-use, or building code regulation.

The burden of proof rests entirely on the applicant Owner to demonstrate entitlement to a variance by sufficient evidence. Any variance must be granted in writing, approved at a properly noticed Board meeting, and entered into the Association's records. A variance granted under this Section shall not constitute a precedent for any other variance, shall be limited to the specific facts and circumstances for which it is granted, and may be conditioned, time-limited, non-transferable, or revoked by the Board if the basis for the variance ceases to exist.

11. ASSESSMENTS AND FEES

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.

All Assessments authorized under this Article constitute "assessments" as that term is used in Utah Code § 57-8a-102(1) and § 57-8a-201(1)-(3), and are levied pursuant to this Declaration and the other Governing Documents, as applicable. All Assessments levied under this Article constitute a personal obligation of the Owner and, to the extent permitted by law, a continuing lien against the Unit, enforceable in the manner provided in Utah Code § 57-8a-301 or other applicable law. No Assessment shall be deemed to create or secure a lien except as expressly provided in this Declaration and applicable law.

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

Each type of Assessment authorized under this Article—including Regular Assessments, Special Assessments, Individual Assessments, Capital Assessments, and any District-specific Assessments—constitutes an "Assessment" for all purposes under this Declaration and the Governing Documents, unless expressly provided otherwise in this Declaration or required by applicable law.

Except as expressly provided for Individual Assessments, all Assessments under this Article are intended to be levied uniformly within the applicable assessment population. For purposes of this Article, the "applicable assessment population" means either (1) all Units in the Project, or (2) all Units within a particular Assessment District or Assessment Districts, as applicable based on the nature of the expense being assessed.

11.1. Assessment Districts

The Association is structured to include two Assessment Districts (Townhome and Mixed-Use) for purposes of allocating District Common Expenses. Each Assessment District, the Units included therein, and the District Common Expenses attributable thereto are identified in **Exhibit D**.

Expenses that do not benefit all Units uniformly shall be allocated solely among the Units within the single Assessment District to which such expenses are attributable, as determined by the Board in accordance with this Declaration.

Each Assessment District exists solely as a financial and assessment allocation mechanism and does not create a separate association, governing body, or ownership interest. No Assessment District shall be deemed a separate association, sub-association, planned community, or legal entity for any statutory, contractual, or other legal purpose.

11.1.1. Fixed Assessment District Boundaries

The Units comprising each Assessment District are fixed as of the recording of this Declaration (or any amendment or restatement hereof that expressly establishes Assessment Districts), and no Unit may be deemed added to or removed from an Assessment District by implication, use, re-plat, combination of Units, boundary adjustment, or Board action, except by an amendment to this Declaration approved and recorded in accordance with its terms.

11.1.2. No Implied Assessment Districts

No Assessment District exists other than those expressly identified in the applicable Assessment District exhibit to this Declaration. No Unit shall be deemed included in, or excluded from, an Assessment District by implication, use, budgetary treatment, reserve funding, historical practice, or otherwise, except as expressly stated in such exhibit or as approved by amendment to this Declaration and recorded in accordance with its terms.

11.2. Regular Assessment

Regular Assessments shall be determined by the annual Budget adopted by the Board and shall be based on the allocation of Common Expenses and District Common Expenses as reflected in the Budget.

Common Expenses that benefit the Association as a whole shall be allocated among all Units in the Project in accordance with this Declaration. District Common Expenses that do not benefit all Units uniformly shall be allocated solely among the Units within the single Assessment District to which such District Common Expenses are attributable, as determined by the Board in accordance with this Declaration.

Regular Assessments shall be levied uniformly among all Units subject to the same Common Expense component(s) and among all Units subject to the same District Common Expense component(s).

The allocation of Regular Assessments under this Section is for assessment and collection purposes only and does not alter ownership interests, maintenance obligations, or use rights except as expressly provided in this Declaration.

11.2.1. Components of Regular Assessment

Each Unit's Regular Assessment consists of two components: (1) a Common Expense component attributable to Common Expenses allocated among all Units in the Project, and (2) one or more District Common Expense components attributable to District Common Expenses allocated to the Units that benefit from such District Common Expenses.

The sum of the applicable Common Expense component and any applicable District Common Expense component(s) constitutes the Unit's total Regular Assessment obligation for the applicable period.

11.2.2. Limitation on Allocation of District Common Expenses

District Common Expenses shall not be allocated to, assessed against, or collected from any Unit that does not benefit from such District Common Expenses.

No District Common Expense may be allocated among all Units in the Project, or among Units outside the benefiting Assessment District or Assessment Districts, except as expressly provided in this Declaration.

11.2.3. No District Equalization

Nothing in this Declaration requires or permits the equalization, averaging, reallocation, or rebalancing of Assessments, District Common Expenses, District Budget Sections, or District Reserve Funds among Assessment Districts over time or otherwise, and each Assessment District shall remain financially responsible, through Assessments levied in accordance with this Article, for the Common Expenses and reserves attributable to the benefits it receives.

11.2.4. No Separate Authority or Fiscal Autonomy

Assessment Districts and District Budget Sections do not create separate associations, governing bodies, fiscal entities, or independent assessment authority.

All budgets, assessments, collections, expenditures, and enforcement actions related to District Common Expenses are undertaken solely by the Association pursuant to this Declaration and applicable law.

District Budget Sections exist solely as internal accounting and allocation components of the Association's annual Budget and shall not be construed to confer autonomy, separate decision-making authority, or independent financial powers on any Assessment District.

11.3. Special Assessment

The Board may levy Special Assessments from time to time for the purpose of defraying, in whole or in part, Association expenses that are not reasonably capable of being fully paid from the Regular Assessment, the Insurance Fund, and the Reserve Fund, including expenses related to emergencies, except to the extent such expenses constitute a Capital Improvement requiring approval under Section 11.5.

A Special Assessment may be levied among all Units in the Project if the expense benefits all Units. If the expense benefits fewer than all Units in the Project, the Special Assessment shall be allocated solely among all Units within the applicable Assessment District or Assessment Districts to which such expense is attributable, as determined by the Board in accordance with this Declaration.

Any Special Assessment shall be levied uniformly among all Units subject to the assessment within the Association or the applicable Assessment District or Assessment Districts, as determined under this Section.

11.3.1. Emergency Expense Allocation

The existence of an emergency or urgent condition shall not alter the allocation principles set forth in this Article. Emergency expenses shall be allocated among Units based on the benefit conferred and the applicable Common Expense or District Common Expense classification, notwithstanding the timing or urgency of the expenditure.

11.4. Individual Assessment

The Board may levy an Individual Assessment against a particular Unit and Owner, based on the acts or omissions of the Owner, a Resident, or a member of their household or guest, for: (1) damage to the Project that causes the Association to incur costs for maintenance or repairs; or (2) any services reasonably provided to, or any reasonable expenses incurred in relation to, the Unit due to the Owner's or Resident's failure to maintain the Unit, including emergency repairs necessary to protect other Units, Owners, Residents, the Common Area, or Limited Common Area.

11.4.1. Recoverable Costs

An Individual Assessment may include the actual and reasonable costs of such damage, maintenance, repairs, enforcement costs incurred, services provided, or expenses incurred, including reasonable overhead and administrative costs, reasonable attorney fees, and other reasonably related costs, to the extent incurred in enforcing the Governing Documents or remedying the condition giving rise to the assessment.

Any Individual Assessment intended to be secured by a lien shall be levied against the Unit and Owner.

11.4.2. Pre-Work Assessment

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.

11.4.3. Conversion of Fines to Individual Assessments

Any Fine imposed by the Association in compliance with Utah Code § 57-8a-208 that remains unpaid after final determination in accordance with this Declaration and Utah Code § 57-8a-208 shall constitute an Individual Assessment without further Board action. Such Individual Assessment may be collected and enforced in the same manner as other Individual Assessments, including, to the extent permitted by applicable law, by lien and foreclosure.

11.5. Capital Assessment

The Board may levy a Capital Assessment only as a separately stated Assessment, upon obtaining the assenting vote of at least sixty-seven percent (67%) of the total membership of the Association entitled to vote, as determined in accordance with this Declaration. Notwithstanding the foregoing, if a Capital Assessment will benefit only one or more specific Assessment Districts, the assenting vote of at least sixty-seven percent (67%) of the total membership within the affected Assessment District(s) entitled to vote must be obtained.

Each Capital Assessment shall be allocated to a specific Capital Improvement prior to being submitted for membership approval and shall remain allocated to that same Capital Improvement after approval. Each Capital Assessment shall be levied uniformly against the Units subject to the assessment within the Association or the affected Assessment District(s), as applicable.

Any balance remaining after completion or cancellation of the Capital Improvement shall be refunded to the Owners who paid such Capital Assessment, or their successors in interest, in the same proportion in which the Capital Assessment was levied, unless otherwise approved by the membership.

11.5.1. No Cross-District Capital Funding

No Capital Assessment or Capital Improvement that benefits fewer than all Units in the Project may be funded, advanced, reimbursed, or subsidized—directly or indirectly—by assessments levied against Units outside the benefiting Assessment District or Assessment Districts, except to the extent expressly approved by the Members entitled to vote on such Capital Assessment under this Declaration.

11.6. Reinvestment Fee Covenant

11.6.1. Imposition and Amount

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

For purposes of this Section, the "value" of a Unit shall be deemed to be the gross sales price paid for the Unit in an arm's-length transaction unless otherwise required by applicable law.

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

11.6.2. Notice and Enforceability

The Reinvestment Fee may be charged, collected, and enforced only if and when a compliant Notice of Reinvestment Fee Covenant has been recorded in accordance with Utah Code § 57-1-46 in the office of the recorder of each county in which any portion of the burdened property is located.

The existence of this Reinvestment Fee Covenant precludes the imposition of any additional reinvestment fee covenant on the burdened property. This Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns, subject at all times to applicable law.

The Reinvestment Fee shall be imposed and administered only to the extent authorized by applicable law, including any required approval, notice, or other procedural requirements.

11.6.3. Allocation and Purpose

The purpose of the Reinvestment Fee is to benefit the Project and the burdened property by funding Association expenses and facilities permitted by applicable law, including reserves.

All Reinvestment Fees collected shall be allocated solely to the Reserve Fund and used for purposes authorized by law and this Declaration.

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

The obligation to pay the Reinvestment Fee shall be a joint and several, personal, and continuing obligation of the buyer and seller, regardless of whether the buyer acquires title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise), except as expressly provided in Section 11.6.4.

11.6.4. Exempt Transfers

Pursuant to Utah Code § 57-1-46, the Reinvestment Fee may not be enforced upon any of the following transfers: (1) an involuntary transfer; (2) a transfer resulting from a court order; (3) a bona fide transfer to a family member of the seller within three (3) degrees of consanguinity, upon adequate proof; (4) a transfer or change of interest due to death, whether by will, trust, or decree of distribution; or (5) the transfer of a Unit by a financial institution, except that the Association may collect from the transferee an amount not to exceed Two Hundred Fifty Dollars (\$250) for the Association's costs directly related to the transfer.

11.7. Other Fees

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

Except as otherwise expressly prohibited by applicable law, any Fee charged under this Section 11.7 constitutes a personal obligation of the Owner or Resident against whom the Fee is assessed and shall be due and payable as provided in this Declaration. To the extent permitted by applicable law and this Declaration, unpaid Fees may be recovered as an Individual Assessment. No Fee imposed under this Section 11.7 shall be secured by a lien against a Unit except to the extent expressly authorized by statute.

11.7.1. 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 in accordance with the schedule of fines set forth in the Bylaws, which establishes the applicable fine amounts.

11.7.2. Late Payment Fee

The Association may charge a one-time late payment Fee in an amount of \$50 (fifty US Dollars) or ten percent (10%) of each separately due amount that becomes delinquent, whichever is greater. The obligation to pay a late payment Fee is a personal obligation of the Owner. Any portion of a late payment Fee that is not permitted by applicable law to be secured by a lien shall remain fully enforceable as a personal obligation but shall not impair the Association's lien rights with respect to other delinquent amounts. No late payment Fee shall be secured by a lien except to the extent permitted by applicable law.

11.7.3. Interest

Interest shall accrue to the Association at a rate not to exceed one and one-half percent (1.5%) per month on delinquent Assessments and, to the extent permitted by applicable law, on other delinquent amounts. Interest constitutes a personal obligation of the Owner and, to the extent permitted by applicable law, may be secured by the Association's lien and enforced in the same manner as unpaid Assessments. No accrued interest shall be secured by a lien except to the extent permitted by applicable law.

11.7.4. Setup Fee

The Association may charge a setup Fee in an initial amount of \$250 (two hundred fifty US Dollars) for establishing or updating Association records and administrative systems in connection with a new Member, Resident, or other party, which amount is established by this Declaration and is chargeable without further Board action.

The Board may, by Rule, increase the amount of the setup Fee from time to time if the Board determines in good faith that the adjusted amount remains reasonable in light of the Association's administrative or management needs associated with such setup, provided that any adjusted amount is generally applicable and adopted and disclosed in compliance with applicable law, the Governing Documents, and any applicable notice requirements.

11.7.5. Enforcement and Administrative Notice Fee

The Association may assess a liquidated-damages Fee in the amount of \$5 (five US Dollars) for each individual written enforcement or delinquency notice prepared and delivered by or on behalf of the Association in response to an Owner's or Resident's violation, delinquency, or other noncompliance. The parties acknowledge and agree that the operational and administrative burdens and impacts incurred by the Association in connection with such notices are difficult to ascertain with precision at the time this Declaration is adopted, and that this amount represents a reasonable pre-estimate of the Association's anticipated damages and is not intended as a penalty.

The Board may, by Rule, adjust the liquidated-damages Fee amount from time to time if the Board determines in good faith that the adjusted amount continues to represent a reasonable pre-estimate of the Association's anticipated damages associated with such notices under then-current conditions, which may include changes in the Association's administrative structure, management arrangements, or enforcement practices. Any such adjustment shall apply prospectively only.

11.7.6. 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, to the extent permitted by applicable law, shall be enforceable as a lien and collectible in the same manner as unpaid Assessments under this Declaration.

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.

11.7.7. Board-Established Fees

The Board may, by Rule adopted in accordance with any applicable provisions of the Bylaws, establish reasonable and generally applicable Fees for services, administrative activities, or use of Common Areas, and not as punitive charges or Fines, except as otherwise expressly authorized elsewhere in this Declaration or the Bylaws, to the extent such Fees are authorized by applicable law or by this Declaration or other Governing Documents.

Any Fee whose amount, rate, applicability, or method of calculation is completed or selected by Board action shall be adopted, disclosed, and administered in compliance with Utah Code §§ 57-8a-201 and 57-8a-217, as applicable.

The Board shall not use this authority to create any Assessment, Capital Assessment, Reinvestment Fee, or other monetary obligation that is required by law or this Declaration to be authorized or approved by the membership or established in a recorded governing document. Any Fee established by the Board that is inconsistent with applicable law or the Governing Documents shall be void and unenforceable.

11.8. 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.

11.9. Statement of Unpaid Assessments

Upon an Owner's written request accompanied by payment of a Fee in the maximum amount permitted by applicable law, currently twenty-five dollars (\$25), the Association shall, within the time required by applicable law (currently five (5) business days), 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.

11.10. Due Dates and Collection

11.10.1. Assessments and Fees

The Regular Assessment shall be paid in equal monthly installments, with each installment 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.

11.10.2. Delinquency

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

11.10.3. Partial Payment

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

11.10.4. 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 actually charged to the Association by such agent, including any percentage-based collection fee permitted under applicable law governing third-party debt collection. Such recoverable amounts include 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.

11.10.5. 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.

11.10.6. Lien

The Association has a lien on each Unit as provided in Utah Code § 57-8a-301 for unpaid Assessments, including any Individual Assessment, that have become delinquent under this Declaration or the other Governing Documents, together with those Fees, charges, interest, costs, and reasonable attorney fees that are incurred in collecting those delinquent Assessments and are permitted by applicable law and the Governing Documents. The lien arises automatically upon delinquency and is enforceable only to the extent and in the manner authorized by Utah Code § 57-8a-301 and other applicable law.

No monetary obligation shall be secured by a lien unless it constitutes an Assessment under this Declaration and is permitted by applicable law.

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

Pursuant to Utah Code § 57-8a-301, the Association may, but need not, record a notice of lien against a Unit.

11.10.7. 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.

11.10.8. 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.

12. BUDGET, REGULAR ASSESSMENTS, AND FUNDS

12.1. Budget Adoption

The Board shall prepare and adopt a single, consolidated annual Budget no later than thirty (30) days prior to the beginning of each fiscal year. The Budget shall include a District Budget Section for each Assessment District, together with the anticipated Common Expenses of the Association as a whole and the anticipated District Common Expenses attributable to each Assessment District.

The Budget shall be provided to the Owners promptly after its adoption by the Board.

All references in this Article to the Budget, the Common Budget Section, any District Budget Section, Common Expenses, District Common Expenses, and the allocation of reserve contributions shall be applied in accordance with the expense and reserve allocation framework established in **Exhibit D**, which classifies Association costs as Common Expenses or District Common Expenses and allocates those costs among Units based on benefit.

Exhibit D is hereby incorporated by reference and shall govern the classification of Common Area and Limited Common Area costs as Common Expenses or District Common Expenses, and the allocation of reserve contributions among the Association and the applicable Assessment Districts.

In adopting the annual Budget, levying Regular Assessments, and funding Reserve Funds, the Board shall allocate expenses and reserve contributions consistently with **Exhibit D**, as amended from time to time in accordance with this Declaration and applicable law.

12.2. Budget Committees

The Board or a majority of the membership in a particular Assessment District may establish a budget committee for that Assessment District consisting of three (3) Members within the Assessment District to timely prepare and present to the Board a recommended District Budget Section. Any such committee shall act in an advisory capacity only and shall not have authority to approve, modify, or adopt the Budget or any portion thereof. All recommendations shall be prepared using the budgeting assumptions, reserve studies, and accounting practices applicable to the Association.

Notwithstanding the foregoing, the Budget shall reflect a full and accurate estimation of income, expenses, and required reserve components, and each District Budget Section shall reflect a full and accurate estimation of District Common Expenses and any applicable District Reserve Component, as finally approved by the Board. No recommendation of any budget committee shall be binding on the Board, and the Board retains sole authority to adopt, modify, or reject the Budget and all Budget Sections in accordance with this Declaration and applicable law.

12.3. Budgeting Mechanics

The annual Budget is adopted to determine the amount of Regular Assessments necessary to fund the Association's anticipated Common Expenses and District Common Expenses for the applicable fiscal year.

The Board shall first identify and estimate the Association's anticipated Common Expenses and District Common Expenses. Those expenses are then allocated in accordance with this Declaration and used to calculate Regular Assessments.

Anticipated income from assessments, reinvestment fees, interest, fines, fees, or other sources may be estimated for planning purposes, but the authority to levy Regular Assessments is based on anticipated expenses, not projected income, unless this Declaration expressly provides otherwise.

12.4. Budget Composition

The Budget shall be an expense-based budget and shall, for a given fiscal year, reflect the Board's good-faith estimate of the Association's anticipated annual expenses and reserve requirements, including the anticipated Common Expenses of the Association as a whole and the anticipated District Common Expenses attributable to each Assessment District.

The Budget shall be composed of a Common Budget Section and a District Budget Section for each Assessment District. The Common Budget Section and each District Budget Section are components of a single annual Budget adopted by the Board.

12.5. Common Budget Section of the Budget

The Common Budget Section shall, for a given fiscal year, reflect the Board's good-faith estimate of the anticipated Common Expenses and the Common Reserve Component of the Association as a whole, without regard to the Assessment Districts. The Common Budget Section is used solely for expense and reserve allocation and Regular Assessment calculation purposes.

The Common Budget Section of the Budget shall include the following categories:

12.5.1. Common Expenses

This category represents the Association's total estimated annual expenses for the Common Expenses of the Association as a whole. This category shall include the following expense sub-categories as applicable to the Association: (1) insurance; (2) legal; (3) utilities; (4) snow removal; (5) landscaping; (6) general maintenance; (7) Amenities; and (8) management.

Insurance Sub-Category: This sub-category represents the Association's total estimated annual insurance expenses for all insurance coverages and premiums maintained by the Association under this Declaration, including property insurance and all other required or optional Association insurance. For this Project, all such insurance coverages and premiums constitute Common Expenses of the Association and shall be allocated among all Units in the Project in accordance with this Declaration and **Exhibit D**.

Management Sub-Category: This sub-category represents the Association's total estimated annual management expenses for third-party management services. All such management expenses constitute Common Expenses of the Association and shall be allocated among all Units in the Project in accordance with this Declaration and **Exhibit D**.

Other non-overlapping sub-categories and sub-sub-categories may be included in the Common Budget Section as determined by the Board.

12.5.2. Common Reserve Component

This category represents the total annual reserve component that the Association is obligated to deposit in the Reserve Fund.

12.6. District Budget Section of the Budget

Each District Budget Section shall, for a given fiscal year, reflect the Board's good-faith estimate of the anticipated District Common Expenses and any District Reserve Component of the Assessment District.

The District Budget Sections are used solely for expense and reserve allocation and Regular Assessment calculation purposes.

Each District Budget Section of the Budget shall include the following categories:

12.6.1. District Common Expenses

This category represents the total estimated annual expenses for the District Common Expenses related solely to the Assessment District. This category shall include the following expense sub-categories as applicable to the Association: (1) legal; (2) utilities; (3) snow removal; (4) landscaping; (5) general maintenance; and (6) Amenities.

Insurance expenses are included only in the Common Budget Section, as they benefit the Association as a whole.

Management expenses are included only in the Common Budget Section, as they benefit the Association as a whole.

Other non-overlapping sub-categories and sub-sub-categories may be included in the District Budget Section as determined by the Board.

12.6.2. District Reserve Component

This category represents the total annual amount, in addition to the Common Reserve Component, that the Assessment District is obligated to contribute to the amount deposited in any Reserve Fund allocated solely for the benefit of the Assessment District.

12.7. Budget-Based Regular Assessment Calculation

The Regular Assessment for each Unit shall be calculated on an annual basis based on the annual Budget as follows: (1) add the total Common Expenses and the Common Reserve Component of the Common Budget Section, and divide that sum uniformly among all Units; and (2) for the applicable Assessment District, add the total District Common Expenses and the District Reserve Component of the District Budget Section, and divide that sum uniformly among the Units in that Assessment District. The Regular Assessment for a Unit shall be the sum of its share under (1) and its share under (2).

12.8. 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. Capital Funds shall not be used for operating expenses or ordinary maintenance and shall be administered separately from any Reserve Fund, except as expressly permitted by this Declaration or applicable law.

12.9. Insurance Fund

The Board shall establish and maintain an Insurance Deductible Fund in an amount equal to 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). This fund shall be held in a separate account. The Insurance Deductible Fund shall be used exclusively to pay deductible obligations arising from covered property losses under the Association's property insurance policy, and the Board may expend amounts from this fund for such purposes.

Contributions to the Insurance Deductible Fund shall be assessed only against the Association generally or against one or more Assessment Districts, as applicable, with respect to property that the Association is responsible to insure under the Act or this Declaration and that is covered by the Association's insurance policy.

Any amounts expended from this fund shall, as required by Utah Code § 57-8a-405(8), be replenished within sixty (60) days after payment of the deductible obligation using available operating funds, a Special Assessment, and/or transfers from the Reserve Fund, as determined by the Board and subject to applicable law.

12.10. 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)(c), but shall remain funds of the Association and shall not constitute separate legal entities or budgets.

Each Reserve Fund shall be used exclusively for the repair, replacement, or restoration of Common Areas and other Improvements, including Improvements located in, on, or appurtenant to Units, that the Association is responsible for maintaining under this Declaration, provided that such Common Areas or Improvements: (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.

In addition to a Reserve Fund for the Common Areas appurtenant to the entire Association, a separate Reserve Fund shall be established for each Assessment District that is reserved for, and shall only be used for, the costs of repairing, replacing, and restoring Common Areas appurtenant solely to the Assessment District.

12.10.1. Allocation of Reserve Contributions

Reserve contributions are required only for those improvements and components that the Association is responsible for maintaining under this Declaration.

When the Association's Maintenance Obligations apply to the Project as a whole, reserve contributions shall be allocated among all Units in the Project.

When the Association's Maintenance Obligations apply only to one or more Assessment Districts, reserve contributions shall be allocated only among the Units within the applicable Assessment District or Assessment Districts, in the same manner as the related District Common Expenses.

12.10.2. Reserve Funding

As required by Utah Code § 57-8a-211, the Association shall, in each fiscal year, include in the Budget a reserve funding component as part of the Regular Assessment.

The amount budgeted for reserve funding shall be based on the most recent Reserve Study then in effect and shall be sufficient, when combined with existing reserve balances, to fund each applicable Reserve Fund in accordance with the funding objectives and timing requirements set forth in Article 13, as informed by such Reserve Study.

The Board may, in its discretion, budget reserve contributions in excess of the Reserve Study's recommended funding amounts.

13. RESERVE STUDY

13.1. Reserve Study Requirement

As required by Utah Code § 57-8a-211, the Board shall cause a Reserve Study to be conducted at least once every six (6) years and updated at least once every three (3) years. Each Reserve Study and update shall be prepared by a qualified individual or firm with demonstrated expertise in reserve analyses for community associations and shall address those Improvements for which the Association is responsible for maintenance and reserve funding under this Declaration.

13.2. Funding Objective and Timing

Following each Reserve Study or update, the Board shall review the findings and shall promptly adopt and implement, through the annual Budget and permitted assessments, a funding plan designed to cause the applicable Reserve Fund to reach and thereafter maintain a balance equal to one hundred percent (100%) of the funding recommendation stated in the most recent Reserve Study no later than twenty (20) years after the date of such Reserve Study or update, which period shall operate as an outer limit, unless such funding level

is achieved sooner.

13.3. Budgeting and Implementation

The Board shall use the Reserve Study to inform the Association's annual Budget and shall make timely Reserve Fund contributions consistent with the funding plan required by this Article. The Board shall not adopt a Budget or reserve funding level that is reasonably projected to prevent attainment of the required funding level within the period specified in Section 13.2.

14. INSURANCE

14.1. Insurance Requirement

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

IN THE EVENT OF A COVERED LOSS, EACH OWNER IS PERSONALLY RESPONSIBLE FOR THE ASSOCIATION'S INSURANCE POLICY DEDUCTIBLE, EVEN IF THE DAMAGE ORIGINATES OUTSIDE THE OWNER'S UNIT. THIS RESPONSIBILITY IS ESTABLISHED BY LAW—NOT BY CONTRACT—PURSUANT TO UTAH CODE § 57-8a-405(6)(b)(i).

THE ASSOCIATION'S PROPERTY INSURANCE MAY ALSO EXCLUDE COVERAGE FOR CERTAIN INTERIOR FIXTURES, IMPROVEMENTS, OR BETTERMENTS WITHIN THE UNIT.

ACCORDINGLY, EACH OWNER IS REQUIRED TO MAINTAIN INDIVIDUAL PROPERTY INSURANCE COVERAGE—COMMONLY KNOWN AS AN HO-6 POLICY—AND SHOULD CONSULT A QUALIFIED INSURANCE AGENT TO ENSURE ADEQUATE COVERAGE. THE ASSOCIATION SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE RESULTING FROM AN OWNER'S FAILURE TO MAINTAIN SUCH COVERAGE, INCLUDING GAPS IN COVERAGE, DEDUCTIBLES, OR UNINSURED COSTS.

The Association shall obtain and maintain insurance in compliance with this Declaration and Part 4 – Insurance of the Act, as amended, and may obtain additional coverage as the Board deems prudent. Nothing herein shall obligate the Association to obtain coverage beyond what is required by law or this Declaration.

For purposes of the Act, the term "Attached Unit" as used in this Declaration shall be deemed synonymous with "attached dwelling" as that term is used in the Act.

14.2. Property Insurance

Mandatory Coverage: The Association shall obtain and maintain a blanket property insurance policy covering all Common Areas, Limited Common Areas, and Attached Units. The policy shall insure against loss or damage caused by fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and all other perils typically included under "special form" property coverage.

Each property insurance policy shall include, to the extent available and commercially reasonable: (1) a Guaranteed Replacement Cost Endorsement—under which the insurer agrees to replace the insured property regardless of cost—or a Replacement Cost Endorsement—under which the insurer agrees to pay up to 100% of the property's replacement cost; (2) if the policy contains a coinsurance clause, an Agreed Amount Endorsement waiving or eliminating the coinsurance requirement; (3) an Inflation Guard Endorsement; (4) a Building Ordinance or Law Endorsement, covering demolition costs, contingent liability from code enforcement, and increased reconstruction costs; and (5) if the property includes central heating, cooling, or similar mechanical systems, an Equipment Breakdown Endorsement providing per-accident insurer liability

of the lesser of \$1,000,000 or the full insurable value of the affected building.

Coverage Limits: The coverage limits under each property policy shall be not less than one hundred percent (100%) of the full insurable replacement cost of the covered property, including Attached Units, as determined in accordance with generally accepted insurance industry standards at the time of policy issuance and at each renewal.

Building Deductible: In the event of a covered loss involving one or more Attached Units, the applicable property insurance deductible shall not be less than \$10,000 (ten thousand U.S. Dollars) per occurrence, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a lower amount is commercially appropriate in light of premium cost, available coverage, and material, Project-specific risk factors. The deductible for such losses shall be allocated among the affected Owners in accordance with the provisions of this Declaration and the applicable provisions of Part 4 of the Act.

Common Area Deductible: In the event of a covered loss involving only Common Area or Limited Common Area, the applicable deductible should not exceed \$1,000 (one thousand U.S. Dollars), in order to preserve meaningful coverage for lower-value elements such as perimeter fencing, signage, or similar infrastructure. However, the Board may approve a higher deductible if it reasonably determines that maintaining a unified deductible across all covered property provides significantly greater cost-efficiency, administrative simplicity, or improved availability of insurance coverage.

14.2.1. Owner Responsibility for Deductible

If a loss occurs that is covered by both a property insurance policy in the name of the Association and a property insurance policy in the name of an Owner, the Association's policy shall provide primary coverage.

Notwithstanding the foregoing and in accordance with Utah Code § 57-8a-405(6)(b), each Owner shall be personally responsible for the amount of the Association's policy deductible, even if the loss originates outside the Owner's Unit. The Owner's individual property insurance policy (if any) may provide coverage for the deductible portion of the loss.

If a Covered Loss occurs—meaning a loss, resulting from a single event or occurrence, that is covered under the Association's property insurance policy—each Owner who suffers damage to any combination of (1) the Owner's Unit, or (2) any Limited Common Area appurtenant to the Unit (collectively, "Unit Damage") shall be responsible for a portion of the Association's deductible. That portion shall be calculated by multiplying the total deductible amount by the percentage of total damage attributable to the Owner's Unit Damage, as compared to the overall damage from the Covered Loss (the "Unit Damage Percentage").

If the Owner fails to pay the deductible amount for which they are responsible within thirty (30) days after substantial completion of repairs to the Unit or Limited Common Area, the Association may levy an Individual Assessment against the Owner for that amount.

14.2.2. Claims under Deductible Amount

If the Board, acting in accordance with the business judgment rule, determines that a property damage claim is unlikely to exceed the amount of the Association's insurance deductible: (1) the Owner's individual property insurance policy shall be deemed the primary coverage for the loss, up to the amount of the Association's deductible; (2) if the Owner does not maintain property insurance sufficient to cover the deductible amount, the Owner shall be personally responsible for the full cost of the loss, up to the amount of the Association's deductible; and (3) the Association shall have no obligation to tender the claim to the Association's property insurer or to initiate a claim under the Association's policy.

14.2.3. Deductible Notice

The Association shall provide fair and reasonable notice pursuant to Utah Code § 57-8a-214 to all Members of each Owner's responsibility for the Association's property insurance deductible and of any change to the amount of that deductible.

If the Association fails to provide notice of the initial deductible, it shall be solely responsible for the full deductible amount in the event of a covered loss. If the Association fails to provide timely notice of an increase to the deductible amount, it shall be responsible for the portion of the deductible equal to the amount of the increase.

Failure to provide notice as required herein shall not invalidate any provision of this Declaration.

14.3. Earthquake Insurance

Optional Coverage: The Association may obtain and maintain earthquake insurance coverage if, and to the extent, the Board determines such coverage to be prudent and in the best interests of the Association, taking into account factors such as cost, availability, and the level of seismic risk.

14.4. Flood Insurance

Potential Mandatory Coverage: The Association shall obtain and maintain flood insurance if any portion of the Project lies within a FEMA-designated Special Flood Hazard Area (SFHA) or if otherwise required under applicable federal mortgage lending guidelines. In addition, the Board may obtain and maintain flood insurance if, in its reasonable judgment, such coverage is warranted based on local flood risk, historical flooding patterns, infrastructure vulnerability, or lender or governmental requirements.

Coverage Limits: To the extent available, flood insurance shall provide limits of not less than the full replacement cost of the insured building(s), as determined using generally accepted insurance industry standards.

Deductible: The deductible applicable to any insured building shall not exceed \$5,000 (five thousand U.S. Dollars) per building, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available coverage, and site-specific risk exposure.

14.5. Liability Insurance

Mandatory Coverage: The Association shall obtain and maintain in force one or more policies of comprehensive general liability (CGL) insurance insuring the Association, its officers, directors, 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, 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.

Such policies 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.

Each Association liability policy shall provide that coverage is primary and non-contributory as to any other policy covering the same risk and shall include waivers of subrogation against Owners, Residents, and the Association to the extent commercially available.

Coverage Limits: The policy shall provide limits of not less than \$2,000,000 (two million U.S. Dollars) per occurrence for bodily injury, death, or property damage.

Deductible: The deductible shall not exceed \$1,000 (one thousand U.S. Dollars) per occurrence, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available policy options, and Project-specific risk factors.

14.6. Directors and Officers Insurance.

Mandatory Coverage: The Association shall obtain and maintain Directors and Officers (D&O) liability insurance that protects 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: (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; (10) third-party claims brought by vendors, governmental entities, or other non-Member parties; (11) defense costs paid outside policy limits; and (12) actions or omissions of committee members acting within the scope of their delegated authority.

Coverage Limits: The policy shall provide limits of not less than \$2,000,000 (two million U.S. Dollars) per claim.

Deductible: The policy shall include a deductible not to exceed \$1,000 (one thousand U.S. Dollars) per claim, unless the Board determines—based on a written, good-faith analysis recorded in the minutes—that a higher amount is commercially reasonable in light of premium cost, available coverage options, and relevant risk factors.

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 following policy expiration or cancellation, to protect against post-termination claims arising from acts occurring during the policy term.

14.7. 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, and employees of any management company.

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.

The Association shall use commercially reasonable efforts to maintain fidelity insurance coverage meeting or exceeding the standards applicable to secondary mortgage market purchasers (Fannie Mae, Freddie Mac) and FHA/VA loan programs, to the extent such standards are publicly available and commercially reasonable.

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, based on the most recently approved annual budget in effect at the time the policy is procured or renewed.

Deductible: The deductible shall not exceed \$1,000 (one thousand U.S. Dollars) per occurrence, unless the Board determines—based on a good-faith written analysis recorded in the meeting minutes—that a higher

amount is commercially reasonable based on premium cost, policy availability, and the Association's financial risk tolerance.

14.8. Workers' Compensation Insurance

Potential Mandatory Coverage: The Association shall obtain and maintain workers' compensation insurance to the extent required by law, including coverage for any person classified as an employee of the Association for workers' compensation purposes.

If such coverage is required, the policy shall also include employer's liability insurance in at least the minimum amount required by law, or such higher amount as the Board determines is commercially reasonable based on premium cost and risk exposure.

14.9. Right to Negotiate

Each Owner hereby appoints the Association as their true and lawful attorney-in-fact for purposes related to any insurance maintained by the Association. This includes, without limitation: (1) submitting, adjusting, and settling claims; (2) collecting and endorsing proceeds; (3) executing releases, proofs of loss, or other required documents; and (4) taking any other action the Board deems reasonably necessary to administer insurance coverage and claims relating to the Project.

This power of attorney is coupled with an interest, is irrevocable, and shall be binding upon each Owner and their heirs, personal representatives, successors, and assigns. The foregoing authority is in addition to, and shall be interpreted consistently with, the Association's role as insurance trustee set forth in Section 14.11.1.

14.10. Mandatory Homeowners Insurance Coverage

EACH OWNER SHALL, AT THEIR OWN EXPENSE, OBTAIN AND MAINTAIN IN FORCE PROPERTY AND LIABILITY INSURANCE COVERING THEIR UNIT AND ANY ATTACHED OR APPURTENANT IMPROVEMENTS. SUCH INSURANCE SHALL: (1) INCLUDE COVERAGE FOR CASUALTY LOSS, FIRE, AND GENERAL LIABILITY; (2) BE MAINTAINED IN AN AMOUNT REASONABLY SUFFICIENT TO REPAIR OR REPLACE THE UNIT AND IMPROVEMENTS, AS RECOMMENDED BY THE OWNER'S INSURANCE PROVIDER; AND (3) IN NO EVENT PROVIDE LESS COVERAGE THAN THE GREATER OF: (A) THE CURRENT DEDUCTIBLE UNDER THE ASSOCIATION'S PROPERTY INSURANCE POLICY; OR (B) ANY MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW OR THIS DECLARATION.

THE ASSOCIATION IS NOT OBLIGATED TO INSURE ANY PORTION OF A UNIT OR TO SUBMIT CLAIMS FOR ANY LOSS, DAMAGE, OR LIABILITY THAT IS—OR SHOULD HAVE BEEN—COVERED UNDER AN OWNER'S INDIVIDUAL POLICY. EACH OWNER SHALL BE RESPONSIBLE FOR THE ASSOCIATION'S PROPERTY INSURANCE DEDUCTIBLE ATTRIBUTABLE TO DAMAGE TO THEIR LOT, AS PROVIDED IN UTAH CODE § 57-8A-405(7), UNLESS OTHERWISE COVERED UNDER THE OWNER'S POLICY.

THE FAILURE OF ANY OWNER TO MAINTAIN THE REQUIRED INSURANCE SHALL NOT IMPOSE LIABILITY ON THE ASSOCIATION BUT MAY SUBJECT THE OWNER TO ENFORCEMENT ACTION, INCLUDING COMPLIANCE DEMANDS, FINES, OR OTHER LAWFUL REMEDIES.

UPON WRITTEN REQUEST BY THE ASSOCIATION, EACH OWNER SHALL PROVIDE SATISFACTORY EVIDENCE OF THE INSURANCE REQUIRED UNDER THIS SECTION, INCLUDING APPLICABLE POLICY LIMITS, EFFECTIVE DATES, AND DEDUCTIBLE AMOUNTS.

14.11. Casualty and Condemnation

14.11.1. Insurance Trustee

The Association, acting through its Board, is the insurance trustee for all insurance proceeds payable under Association policies. The Association shall hold, administer, and disburse such proceeds in trust for the Owners and the Association as their interests may appear. Each Owner and any mortgagee of record shall be deemed to have appointed the Association as their attorney-in-fact to adjust and settle claims, receive and endorse proceeds, and take all other actions reasonably necessary in connection with Association insurance.

14.11.2. Duty to Repair

Except as otherwise provided herein, if property covered by the Association's property insurance is damaged or destroyed by a casualty covered by that policy, the Association shall repair or restore the damaged or destroyed portions of the Common Area, Limited Common Area, or Attached Units. Such repair or restoration shall be carried out to the extent reasonably possible using the insurance proceeds received, together with any additional funds that may be lawfully assessed for that purpose.

If available proceeds and Assessments are insufficient to complete the repair or restoration, the Association shall repair or restore only to the extent the funds allow, subject, however, to any applicable legal requirement that damaged improvements be repaired, removed, or otherwise brought into compliance with law.

This casualty repair obligation is distinct from, and does not expand, the Association's ongoing Maintenance Obligation as defined in this Declaration.

14.11.3. When Repair Is Not Required

The Association is not required to repair or restore if: (1) the cost of repair or restoration materially exceeds available insurance proceeds plus lawful assessments; (2) repair or restoration is illegal, impracticable, or would result in non-compliance with applicable law; or (3) Members holding at least sixty-seven percent (67%) of the votes in the Association elect in writing not to repair or restore.

In all cases, however, this Section is subject to any applicable legal requirement that damaged improvements be repaired, removed, or otherwise brought into compliance with law.

14.11.4. Distribution of Proceeds

If the Association determines not to repair or restore pursuant to § 14.11.3, the net insurance proceeds—after deducting reasonable expenses incurred by the Association in connection with the loss, claim, and settlement—shall be distributed as follows:

1. **Common Area and Limited Common Area Losses.** Proceeds attributable to loss or damage to Common Area or Limited Common Area shall be retained by the Association for use consistent with its purposes, including debt reduction, reserves, or capital improvements, as the Board reasonably determines.
2. **Unit Losses.** Proceeds attributable to loss or damage to any Unit (to the extent such Unit is covered by the Association's property insurance as required under Part 4 of the Act) shall be distributed to the affected Owner(s) and, as applicable, their mortgagee(s) of record, jointly, in the manner required by law or the terms of any mortgage, if the Association does not undertake repair or restoration pursuant to Section 14.11.2, and only to that extent.
3. **Mixed Losses.** Where proceeds are attributable to a combination of Common Area, Limited Common Area, and Unit losses, the Association shall equitably allocate the proceeds among itself, the affected Owner(s), and their mortgagee(s) of record, in proportion to the losses sustained.

4. **Proceeds Under \$25,000.** Notwithstanding the foregoing, if total net proceeds are less than \$25,000 (twenty-five thousand U.S. Dollars), the Board may, in its discretion, retain such proceeds for Association purposes, unless otherwise required by law or by the terms of a mortgage of record.

14.11.5. Condemnation

If all or any part of the Project is taken or sold under threat of condemnation:

1. **Common Area and Limited Common Area.** Any award or compensation for the taking of Common Area or Limited Common Area shall belong to the Association.
2. **Units.** Any award or compensation for the taking of a Unit shall belong to the affected Owner(s), subject to the rights of mortgagee(s) of record.
3. **Relocation or Loss of Use.** Any award or compensation for relocation expenses, loss of use, or similar consequential damages shall belong to the Person entitled to such compensation under applicable law.
4. **Mixed Awards.** If a condemnation award includes compensation for both Association property (Common Area or Limited Common Area) and one or more Units, the Association shall equitably allocate the award among itself, the affected Owner(s), and their mortgagee(s) of record, in proportion to the losses sustained.

14.11.6. Amendments to Legal Descriptions

In the event of condemnation or withdrawal of property from the Project, the Association may cause the Project legal description, Plat, or other recorded instruments to be amended to reflect the change, without a vote of the Members, provided that the amendment affects only the condemned or withdrawn property.

15. PROCEDURAL IRREGULARITIES

15.1. Waiver of Procedural Irregularities

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

Further, an Owner's presence at any Association meeting shall constitute a waiver of: (i) all notice requirements related to that meeting; (ii) any objections to the procedures by which the meeting was conducted; (iii) any objections to the methods or manner of voting; and (iv) any objections to decisions made therein, provided that a quorum was present and the decisions followed the stated agenda. An Owner's

attendance shall also waive any objection to items discussed or voted upon that were not specifically included in the agenda, provided the Owner did not object when the item was raised.

15.2. Objections to Irregularities

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

Whether at a meeting or in writing, objections must be specific, must include identification of the particular provision(s) of the Governing Documents or other law(s) alleged to have been violated, and must 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.

15.3. Non-Waivable Irregularities

Any procedural irregularity or inaccuracy resulting from fraud or knowingly and intentionally committed in violation the Governing Documents or applicable law shall not be waived.

16. ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

For purposes of this Article, the term "Common Area" as used in the context of "use of the Common Area" shall also mean "Limited Common Area" and any other property owned or managed by the Association that is made available in any manner to any Person.

16.1. General Assumption of Risk

In consideration of use of the Common Area, including but not limited to any of the following that currently exist, or may be constructed in the future, within the Association: (1) water systems and features and related equipment and facilities, including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems and their appurtenances; (2) equipment and facilities including but not limited to buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and lawn areas; (3) gathering areas including but not limited to parks, picnic areas, pavilions, and related tables, chairs, and other equipment, both outdoors and indoors; and (4) play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment, both outdoors and indoors, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK related thereto**, including but not limited to risk of temporary and permanent personal injury, illness, disability, paralysis, death, and other harm of any kind, and property damage of any kind whatsoever, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge that such use of the Common Area may involve risks that include but are not limited to accident, injury, death, sensitivities to and injuries arising from pool or other chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, unforeseen, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that use of the Common Area is not or may not be supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of its condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering upon or making use of the Common Area, inspect and carefully consider the Common Area and its condition, and

that such entering upon or making use of the Common Area constitutes the Person's acknowledgment that the Common Area has been inspected and carefully considered by the Person, and that the Person finds and accepts the Common Area as being safe and reasonably suited to the Person's purposes of such entering upon or use.

16.2. Health Assumption of Risk

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

16.3. Covenants, Conditions, Restrictions, and Rules of the Association

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

16.4. Warnings, Rules, and Regulations Regarding Health Hazards

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

16.5. No Responsibility

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

16.6. Release, Waiver of Liability, and Indemnification

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, Directors, Officers, volunteers, Managers, Owners, Residents, and insurers (the "Released Parties") arising out of or related in any way to the Person's entry upon or use of the Common Area, and such entry upon or use of the Common Area by any of the Person's family, guests, or invitees. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liability, alleged or otherwise, to the Person or to any of the Person's family, guests, and invitees in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, Directors, Officers, volunteers, and Managers. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees, with or without suit, and all related costs, (the "Indemnified Liabilities") caused or alleged to have been caused directly or indirectly to the Person or to any of the Person's family, guests, or invitees by the Association or its agents, Directors, Officers, volunteers, or Managers, or caused or alleged to have been caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, guests or invitees.

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. Principal 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 or text message to the Owner's last known electronic address or number on file with the Association. Notwithstanding the foregoing, and in accordance with Utah Code § 57-8a-214(3)(b), an Owner may, by written demand, require the Association to provide notice by U.S. mail.

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 to the Owner's last known electronic address on file with the Association.

Statutory notices concerning lien, foreclosure, or collection may be sent by any method permitted by law and are deemed delivered as provided by law, notwithstanding this Section.

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, nothing this Section prohibits the Association from compensating a Director or Officer for separate bona fide services performed under a written contract approved by disinterested Directors, provided such compensation is reasonable and consistent with market rates.

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.

Notwithstanding the foregoing, no amendment may: (1) reallocate Regular Assessments within an Assessment District on a non-uniform basis; or (2) change an Owner's vested property rights appurtenant to a Unit, including the Unit's voting allocation, Limited Common Area designation, or easement rights, without the written consent of the affected Owner(s).

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, LIMITED 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

Except for actions to collect Assessments, enforce assessment liens, or recover other sums due to the Association, 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.

Nothing herein precludes the Association from filing or defending claims in small-claims court where permitted.

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. Interpretation; Compliance with Law

The Governing Documents shall be interpreted to comply with applicable law. If any provision conflicts with non-waivable law, such law controls and the provision shall be deemed modified to the minimum extent necessary to comply.

18.20. Cumulative Remedies

The rights and remedies in the Governing Documents are cumulative and in addition to all rights and remedies available at law or in equity.

18.21. 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.

18.22. 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 Director hereby certifies, on behalf of the Association, that this Amended and Restated Declaration was duly approved by majority vote of all Lot Owners in accordance with Article VIII, Section 3 of the Original Declaration.

ASSOCIATION

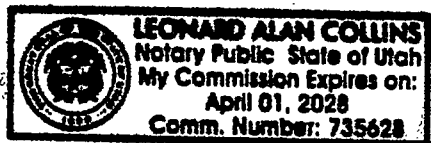
SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: Abby Nixon
Abby Nixon, Director

State of Utah)
) ss.
County of Cache)

On the 3 day of April, in the year 2021, personally appeared before me Abby Nixon, who, being by me duly sworn or affirmed, acknowledged that she is a Director of Summit Creek Place Homeowners Association, a Utah nonprofit corporation, and that she executed the foregoing instrument on behalf of the Association, being duly authorized to do so, for the purposes therein stated.

(Seal)



Leonard Alan Collins
NOTARY PUBLIC SIGNATURE
Leonard Alan Collins -- Cert. No. 735628 -- Exp. 2028-04-01

EXHIBIT A – Plat and Legal Description

The Plat is hereby incorporated by reference into this **Exhibit A** and into this Declaration in its entirety for all purposes, including the legal description of the Land and the depiction of Lots, Units, Common Area, Limited Common Area, and any other matters shown thereon.

Legal Description:

Lots 1 – 32, together with the Common Area, as depicted on the Plat entitled “SUMMIT CREEK PLACE,” recorded in the Recorder’s Office of Cache County, Utah, on September 29, 2019, as Entry No. 1227461. These Lots are also known as Parcel Nos. 08-213-0001 – 0032, and the Common Area is also known as Parcel Nos. 08-213-COMM.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B – Bylaws

A true and correct copy of the Bylaws of Summit Creek Place Homeowners Association, as adopted by the Association, is attached to this Declaration for reference.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WHEN RECORDED, MAIL TO:

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
c/o CCI Law
577 S 150 E
Smithfield, Utah 84335

Ent 1375785 Bk 2484 Pg 22
Date: 2-May-2025 11:20 AM Fee \$84.00
Cache County, UT
Terrille Johnson, Rec. - Filed By LJ
For SUMMIT CREEK PLACE HOMEOWNERS ASSC

**SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
AMENDED AND RESTATED BYLAWS**

Smithfield, Cache County, Utah

Lots 1 - 32, together with the Common Area, as depicted on the Plat entitled "SUMMIT CREEK PLACE," recorded in the Cache County Recorder's Office, Utah, on September 29, 2019, as Entry No. 1227461. These Lots are also known as Parcel Nos. 08-213-0001 - 0032, and the Common Area is also known as Parcel Nos. 08-213-COMM.

<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Lot No.</u>	<u>Parcel No.</u>
1	08-213-0001	17	08-213-0017	CA*	08-213-COMM
2	08-213-0002	18	08-213-0018		
3	08-213-0003	19	08-213-0019		
4	08-213-0004	20	08-213-0020		
5	08-213-0005	21	08-213-0021		
6	08-213-0006	22	08-213-0022		
7	08-213-0007	23	08-213-0023		
8	08-213-0008	24	08-213-0024		
9	08-213-0009	25	08-213-0025		
10	08-213-0010	26	08-213-0026		
11	08-213-0011	27	08-213-0027		
12	08-213-0012	28	08-213-0028		
13	08-213-0013	29	08-213-0029		
14	08-213-0014	30	08-213-0030		
15	08-213-0015	31	08-213-0031		
16	08-213-0016	32	08-213-0032		

Ent 1394692 Bk 2537 Pg 1021

* CA = Common Area.

Ent 1375785 Bk 2484 Pg 23

Ent 1394692 Bk 2537 Pg 1022

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION
AMENDED AND RESTATED BYLAWS

Smithfield, Cache, Utah

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1 RECITALS

- A. WHEREAS, Summit Creek Place is a subdivision located in the City of Smithfield, Cache County, Utah (the "Subdivision"),¹ the legal description of which is set forth in **Exhibit G**; and
- B. WHEREAS, the Subdivision is governed by a homeowners association (the "Association"), which is organized as a Utah nonprofit corporation (the "Corporation"), and is therefore subject to the Utah Revised Nonprofit Corporation Act (the "Nonprofit Act");² and
- C. WHEREAS, the Association is subject to the Utah Community Association Act (the "Act");³ and
- D. WHEREAS, Article J of the Corporation's Articles of Incorporation (the "Articles," **Exhibit H**)⁴ provide that: "The Bylaws of this corporation may be made, altered, rescinded, added to, or new bylaws may be adopted, either by a resolution of the board of Directors or by following the procedure set forth therefore in the bylaws;" and
- E. WHEREAS, the Bylaws of the Corporation at the time of adoption of these Amended and Restated Bylaws (the "2020 Bylaws")⁵ provide that they may be amended by the affirmative vote of at least sixty-six percent (66%) of the Association's Members;⁶ and
- F. WHEREAS, the Act provides that in the event of a conflict between the Articles and the 2020 Bylaws, the Articles shall control;⁷ and
- G. WHEREAS, the Association's Board of Directors (the "Board") has elected, pursuant to the authority granted in the Articles of Incorporation, to amend and restate the Bylaws by resolution; and
- H. NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that, pursuant to Article J of the Articles of Incorporation and as evidenced by this instrument, the Board hereby formally amends and restates the Association's 2020 Bylaws. These Amended and Restated Bylaws supersede and replace all prior versions, shall constitute the Association's current Bylaws, and shall be effective upon recordation in the Cache County Recorder's Office, Utah.

2 DEFINITIONS

For purposes of these Bylaws, the following terms shall have the following meanings:

- A. "Act" means the Utah Community Association Act, Utah Code 57-8a-101 *et seq.*, as it may be amended from time to time.
- B. "Action" and "action" each means an official action taken, decision made, or thing done by the Association or Board. A "proposed action" means a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members as an action by

¹ A subdivision plat titled "Summit Creek Place" was recorded in the Cache County Recorder's Office, Utah, on September 9, 2019, as Entry No. 1227461.

² Utah Revised Nonprofit Corporation Act (UCA 16-6a-101 *et seq.*).

³ Utah Community Association Act (Utah Code 57-8a-101 *et seq.*); the Association is subject to the Act by operation of UCA 57-8a-102(2).

⁴ The Articles of Incorporation of Summit Creek Place Homeowners' Association were filed with the Utah Division of Corporations on August 1, 2019.

⁵ The Summit Creek Place Homeowner's Association By Laws were recorded in the Cache County Recorder's Office, Utah, on December 18, 2020, as Entry No. 1270353.

⁶ 2020 Bylaws, Art. IX(1)

⁷ Utah Code 57-8a-228(5)

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

C. **"Amenities"** means Common Area not generally considered essential for access to a Unit such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities. "Amenities" does not mean Common Areas such as Association streets, sidewalks, and other Common Area generally considered essential for access to a Unit or Limited Common Area appurtenant to a particular Unit.

D. **"Articles"** and **"Articles of Incorporation"** each means the Association's articles of incorporation or other organizing documents as they may be amended or restated from time to time and as duly filed with the State.

E. **"Association"** means **SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION**, a Utah nonprofit corporation, or the name by which it may be reincorporated from time to time. Further, as the context may require, Association also means the property, Directors, Officers, Managers, or other agents of the Association.

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

G. **"Board"** and **"Board of Directors"** each means the entity, regardless of name, with primary authority to manage the affairs of the Association.

H. **"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.

I. **"Commercial Unit"** means any Unit constructed upon either Lot 31 or Lot 32, as identified on the Plat.

J. **"Common Area"** means all property within the Project designated as common area in the Plat, the Declaration, or in these Bylaws that the Association owns or maintains for the common use and enjoyment of all Owners. Non-resident Owners may be limited in their use of the Common Area as provided by the Governing Documents or applicable law.

K. **"County"** means Cache County in the State of Utah.

L. **"Declaration"** means the Declaration of Covenants, Conditions, and Restrictions of the Association as they may be amended or restated from time to time and as duly recorded in the Recorder's Office of the County.

M. **"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.

N. **"Good Standing"** means: (1) free from all past due assessments, fines, or other amounts owed to the Association; and (2) free from all unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing.

O. **"Governing Documents"** means the Declaration, Plat, and Bylaws; the Articles of Incorporation; Resolutions; and Rules.

P. **"Limited Common Area"** means Common Area that, per a Governing Document, is designated for the use and enjoyment of fewer than all of the Units, Owners, or Residents.

- Q. **"Lot"** means any residential or commercial building lot designated on the Plat.
- R. **"Manager"** means any Person engaged by the Board to manage all or part of the Association. The Actions of a Manager shall be considered acts of the Association and the Board.
- S. **"Member"** means the Owner of a Unit or, if multiple Owners then all such Owners taken together, such that there is a single Member per Unit and such that notice given to any one such Owner shall be considered notice given to the Member and all such Owners.
- T. **"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.
- U. **"Nonprofit Act"** means the Utah Revised Nonprofit Corporation Act, Utah Code 16-6a-101 *et. seq.*, as it may be amended from time to time.
- V. **"Officer"** means an individual who is elected or appointed as an officer of the Association by the Board in accordance with these Bylaws.
- W. **"Owner"** means a Person holding a Present Ownership Interest in a Unit. If a Unit is held in trust, the trustee(s) of the trust shall be considered the Owner(s) in their capacity as trustee(s). *See also* Attorney-in-Fact and Owner Representative.
- X. **"Owner Representative"** means a natural person who is a director, officer, member, manager, or other authorized representative of an Owner that is a legal entity. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner only for purposes of meetings, proxies, voting, eligibility requirements, and service as a Director.
- Y. **"Person"** means a natural person and a corporation, trust, partnership, company, or other legal entity.
- Z. **"Plat"** means the one or more plat or subdivision maps describing the real property within the jurisdiction of the Association as such may be amended or restated from time to time and as duly recorded in the recorder's office of the County.
- AA. **"Present Ownership Interest"** means, with respect to a Unit, (1) a fee simple interest; (2) a joint tenancy, a tenancy in common, or tenancy by the entirety; (3) the interest of a tenant shareholder in a cooperative; (4) a life estate; and (5) an interest held by a beneficiary, but not by a trustee or grantor, of a trust in which the Unit is held. Notwithstanding the foregoing, a Present Ownership Interest shall not include a security interest in the Unit such as held under a mortgage, deed of trust, or like instrument.
- BB. **"Project"** means all phases of development of the Association as described in the Declaration or these Bylaws, or as shown on the Plat, including the Lots, Units, Common Area, Improvements, easements, and any Association-owned personal property intended for use in connection therewith.
- CC. **"Resident"** means an individual who resides in a Unit. Except as prohibited by the Declaration or these Bylaws, such an individual may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent or family member of, or member of the same household as, any of the foregoing; or (5) any other individual who resides within the Project.

DD. **"Resolution"** means a formal written document of the Association in its capacity as a nonprofit corporation that is duly adopted by the Board or its membership. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule, but is void to the extent that it conflicts with applicable law, the Declaration, the Articles of Incorporation, or these Bylaws.

EE. **"Rule"** means an Association rule, regulation, policy, procedure, or similar directive that is duly adopted by the Board pursuant to Article 11 – RULEMAKING PROCEDURES of these Bylaws for purposes of the operation, administration, control, or regulation of the Association. "Rule" does not include any covenant, term, obligation, or provision set forth in the Declaration, the Articles of Incorporation, or these Bylaws, all of which take precedence over and shall govern independently of any Rule. A Resolution shall not be deemed a Rule unless, and only to the extent, it expressly states that it is a Rule under Article 11.

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

GG. **"Unit"** means a residential dwelling or commercial unit constructed on a Lot and the Lot itself.

HH. **"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

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

3.2 Bylaws as Subordinate Covenants

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

4 CONTINUITY OF CORPORATE EXISTENCE

4.1 Authorization for Reinstatement or Reincorporation

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

4.2 Authorization for Action by Others

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

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

4.3 Waiver of Claims and Right to Dismissal

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

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

4.4 Successor Corporation and Governance Continuity

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

4.5 Successor Corporation Terminology

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

5 MEETINGS OF MEMBERS

5.1 Annual Meetings of Members

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

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

5.2 Special Meetings of Members

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

5.3 Electronic Meetings of Members

To the extent arranged by the Board, 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 to be present in person at the meeting.

5.4 No Fractional, Cumulative, or Other Unauthorized Voting

In all elections and voting matters conducted by the Association, its membership, Board, or any other entity governed by the Governing Documents, only voting methods expressly authorized in this Declaration shall be permitted. Any form of fractional, cumulative, ranked choice, weighted, or other unauthorized voting method is expressly prohibited. Any votes cast using unauthorized voting methods, or any variation thereof, shall be disregarded in their entirety.

5.5 Meeting Minutes

The Secretary shall take and maintain Minutes of actions taken at all meetings of Members, Board meetings, and actions taken without a meeting. 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 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.

5.6 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.

5.7 Action by Written Ballot

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

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

5.7.1 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.

5.8 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.

5.9 Eligibility of Members to Vote

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is in Good Standing 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.

5.10 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 timely provide such notice, the action(s) taken shall remain valid.

5.11 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.

5.11.1 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.

5.11.2 Receipt

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

5.11.3 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.

5.11.4 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.

5.12 Conduct at Meetings of Members

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

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

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

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

5.13 Written Ballots

5.13.1 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.

5.13.2 Delivery

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

5.13.3 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.

5.13.4 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.

5.13.1 No Secret Ballots

Written ballots and the votes cast thereon shall not be secret. Secret ballots are prohibited—no secret ballots may be used for any meeting of the Members, any Board meeting, or any other Association purpose.

All votes cast by written ballot, or true and complete copies thereof, shall be retained with the Minutes of the corresponding meeting as part of the Association's permanent records.

6 BOARD OF DIRECTORS

6.1 Number of Directors

The Board shall consist of three (3) Directors.

6.2 Term of Directors

Directors shall serve a term of three (3) years. However, for the initial Board or a newly constituted Board resulting from all positions becoming vacant, the Directors shall designate one Director to serve a one-year term, another Director to serve a two-year term, and the third Director to serve a three-year term. Thereafter, each elected Director shall serve a full three-year term, ensuring a staggered structure so that only one Director's position is up for election each year.

Notwithstanding the foregoing, Directors shall continue to serve until their death, resignation, or removal, or until their duly elected successors assume office.

6.3 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 6.2 – Term of Directors.

6.4 Powers and Duties of the Board

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

Each Director shall have equal authority to all other Directors, irrespective of any office held.

6.5 Delegation of Powers and Duties of the Board

To the extent permitted by law, the Board may delegate its powers, duties, and discretions to one or more Managers, Officers, committees, volunteers, or other agents, subject to any limitations set forth in the Declaration, Articles of Incorporation, and these Bylaws.

The Board shall act on behalf of the Association in all matters, either directly or through its duly appointed delegates, in accordance with these Bylaws and applicable law.

6.6 Resignation of Directors

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

A Director shall be deemed to have resigned if they fail to attend at least two (2) Board meetings held within a six (6) month period unless they provided written notice, electronic or otherwise, to the Board in advance of each unattended meeting. If a Director fails to attend at least three (3) Board meetings held within a twelve (12) month period, their resignation shall be deemed effective immediately, regardless of any prior notice provided.

Additionally, a Director shall be deemed to have resigned if, during their term, they cease to be an Owner, a Resident spouse of an Owner, or an Owner Representative, as applicable. A resignation shall also occur if the Director, the Owner they represent, or the corresponding Unit remains out of Good Standing for sixty (60) consecutive days, with the resignation becoming effective on the sixty-first (61st) day.

Any resignation under this section shall also be effective as a resignation from any office(s) held by the Director.

6.7 Removal of Directors

A Director may be removed from the Board at any time, with or without cause, by a vote of the Members. Removal shall require a vote by written ballot, in which at least fifty-one percent (51%) of the Members vote in favor of removal.

A removal vote may only take place at a special meeting of Members, for which the written notice explicitly states that the purpose of the meeting is to consider the removal of the Director.

A vote of the Board alone shall not be sufficient to remove a Director.

7 NOMINATION AND ELECTION OF DIRECTORS

7.1 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.

7.2 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.

7.3 Vacancies on the Board

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Director(s) and shall serve 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.

8 MEETINGS OF THE BOARD

8.1 Quarterly Board Meetings

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

8.2 Electronic Board Meetings

As arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted 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.

8.3 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.

8.4 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.

8.5 Action without a Board Meeting

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

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

8.5.1 Written Notice

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

8.5.2 Voting

In response to a written notice of an action to be taken without a Board meeting, each Director may, not later than the time stated in the notice, return his or her signed writing to the 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 be returned electronically or otherwise.

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

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

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

8.5.3 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.

8.6 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.

8.7 Proxy Appointments by Directors

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

8.8 Conduct at Board Meetings

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

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

Owners shall comply with all reasonable policies and procedures established by the Board for their attendance 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.

8.9 Action by the Board

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

9 OFFICERS

9.1 Elected and Appointed Officers

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

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

9.2 Term of Officers

Elected officers shall serve for a term of one (1) year, 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.

9.3 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.

9.4 Election of Officers

Immediately following an election of a Director at an annual meeting of Members, the Directors shall be deemed to have been elected to the following offices based on their term years: (1) the first-year Director shall hold the office of Secretary, (2) the second-year Director shall hold the offices of Vice President and Treasurer, and (3) the third-year Director shall hold the office of President.

9.5 State Registration Requirement

Within ninety (90) days of the election of a new president of the Association, and in accordance with Section 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.

9.6 Duties of Officers

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

9.6.1 President

The President 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.

9.6.2 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.

9.6.3 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.

9.6.4 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.

9.7 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.

9.8 Resignation of Officers

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

9.9 Removal of Officers

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

10 COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out the purposes of the Association. Except as otherwise provided by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those 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.

11 RULEMAKING PROCEDURES

11.1 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, repeal, limit, create exceptions to, expand, and enforce Rules.

The Board may also adopt, amend, modify, repeal, or create exceptions to Rules specifically applicable to Commercial Units, provided that no such Rule shall unreasonably impair the permitted commercial or residential uses of any Commercial Unit, as established by the Declaration, applicable law, or local zoning regulations.

Further, consistent with Section 218 of the Act, any Rule not expressly designated as applicable to Commercial Units shall apply only to Residential Units.

11.2 Procedures for Rulemaking

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

11.3 Notice for Rulemaking

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

11.4 Effective Date of Rules

A Rule, or any 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.

11.5 Applicability of Rules

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

Owners of Units shall be responsible for ensuring that their Residents, guests, and invitees comply with the Governing Documents. Owners shall be subject to enforcement actions for violations committed by any such individuals, to the same extent as if they had committed the violations themselves.

Owners of Commercial Units shall also be responsible for ensuring that their employees, customers, and commercial tenants comply with the Governing Documents and shall be subject to enforcement actions for violations committed by any such individuals, to the same extent as if they had committed the violations themselves.

Owners and Residents of a Unit, and, to the extent permitted by law, all Persons who enter upon or in any way use the Common Area, shall be jointly and severally liable for violations of the Governing Documents committed by any non-owner Resident of the Unit, including but not limited to residential tenants, commercial tenants, employees, and customers. However, a non-owner Resident shall not be held responsible for violations committed by an Owner, provided that the non-owner Resident did not contribute to or participate in such violations.

11.6 Limitations on Rulemaking

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

11.6.1 Equal Treatment

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

11.6.2 United States Flag

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit or on a Lot to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding this prohibition and in relation to displaying the United States flag, no Owner, Resident, or any other Person shall have a right to

utilize or modify Common Area in a manner that is not authorized by, or is inconsistent with, the Governing Documents.

11.6.3 Inconsistent Actions

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

11.6.4 Conflicting Rules and Resolutions

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

11.6.5 Owner Easements

Except as allowed by law, the Declaration, or these Bylaws, or for the purpose of reasonable maintenance or repairs, the Association shall not limit or restrict an Owner's or Resident's right and easement of use and enjoyment of the Common Area as it pertains to their respective Unit. This includes access to the Unit via Common Area streets, parking areas, driveways, sidewalks, walkways, and the like.

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

11.6.6 Personal Property

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, or transported to and from, a 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).

11.6.7 Religion

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's 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.

11.6.8 Speech

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's right 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.

11.6.9 Assembly

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Unit, virtually, or outside of the Association, including with such an Owner's or Resident's guests, invitees, or other 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.

11.6.10 Association

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to associate or the Owner's or Resident's right to privacy in relation thereto, nor shall the Association discriminate in any manner whatsoever against any Person in relation to 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.

11.6.11 Arms

The Association shall not interfere with, limit, or restrict any individual's right to keep, bear, and lawfully carry and use arms, including but not limited to firearms, ammunition, and all appurtenances related thereto, nor shall the Association discriminate in any manner whatsoever against any individual in relation to 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.

11.6.12 Units

Except as allowed by law, the Declaration, or these Bylaws, the Association and its Board Directors, Officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Lot or 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.

11.6.1 Commercial Units

Each Commercial Unit may be used for commercial purposes, residential purposes, or a combination thereof, provided such use complies with applicable zoning ordinances.

Pursuant to Section 218 of the Act, any portion of a Commercial Unit used for residential purposes shall be subject to all Rules applicable to Residential Units, and any portion used for commercial purposes shall be subject to all Rules applicable to Commercial Units.

Rules applicable to Commercial Units shall not unreasonably interfere with applicable zoning regulations or lawful activities conducted within such Units, as permitted by the Declaration, these Bylaws, or local ordinances.

The Board may adopt reasonable Rules governing signage, parking, and hours of operation in order to preserve the residential character of the Association.

The Board may also adopt Rules requiring Commercial Unit Owners to provide reasonable documentation demonstrating compliance with local business licensing and zoning requirements.

No such Rule shall conflict with the Declaration, these Bylaws, or applicable law.

11.6.2 Working from Home

Except as allowed by law, the Declaration, or these 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.

11.6.3 Fines

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

11.6.4 Household Composition

Except as allowed by law, the Declaration, or these 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.

11.6.5 Privacy

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

The Association shall not have the power or authority to compel an individual to undergo or refrain from any type of medical treatment, procedure, condition, or the like; including vaccinations, nor 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 not do so. Nor shall the foregoing be a subject or condition of any Rule, Resolution, or the like.

The Association shall not have the power or authority to compel an 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 require the provision, disclosure, or use 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 devices, or to not do so. Nor shall the foregoing be a subject or condition of any Rule, Resolution, or the like.

Except as otherwise permitted by law, the Declaration, or these Bylaws, the Association shall not require any individual to provide or disclose any 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 if a minor, the individual's parent or guardian, to whom such information pertains. Such

authorization may be withdrawn in writing at any time. Nor shall the foregoing, or anything related thereto, be a subject or condition of any Rule, Resolution, or the like.

11.6.6 Parking Rules

The Board may adopt Rules prohibiting or limiting parking by Owners, Residents, and their guests along the Association's private streets.

The Board may adopt Rules governing the use of parking stalls within the Association's residential area (the "Residential Parking Area"), including reasonable limitations on parking by Owners, Residents, and their guests.

The Board may adopt a Rule reserving two designated parking stalls in the parking area immediately behind Lots 31 and 32 (the "Commercial Parking Area") for the exclusive use of the residents of Lot 31, and two additional designated stalls for the exclusive use of the residents of Lot 32.

The Board may also adopt a Rule reserving the remaining stalls in the Commercial Parking Area—those not reserved for the residents of Lots 31 and 32—for the exclusive use of the Commercial Units and their customers between the hours of 8:00 a.m. and 8:00 p.m.

Between the hours of 8:00 p.m. and 8:00 a.m., these stalls shall be available for use by all Residents and their guests on an as-available basis.

Notwithstanding any provision to the contrary, all parking stalls designated for handicapped use shall be reserved exclusively for individuals with disabilities, in accordance with applicable law, whether such individuals are Residents, Owners, their guests, or patrons of the Commercial Units. The Board may, as circumstances require, designate additional parking stalls for handicapped use by Rule and ensure they are properly marked.

11.6.7 Garbage Bins

The Board may, as circumstances require, adopt a Rule requiring the Commercial Units to bear the cost of an additional garbage bin located in the Commercial Parking Area, provided that such bin is designated for the exclusive use of the Commercial Units.

Any unauthorized use of this bin by Owners, Residents, or their guests shall constitute a violation of these Bylaws and may be subject to fines in accordance with applicable law and the schedule of fines established herein.

12 ENFORCEMENT PROCEDURES

12.1 Authority for Enforcement

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

12.2 Reporting a Violation

Any Owner or Resident may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the Owner or Resident making the report; (2) the name and address of the Owner or Resident, or the address of the Unit, 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.

12.3 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.

12.4 Notice of Violation

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending 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.

12.4.1 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.

12.4.2 Delivery

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

If the offending party is a tenant of a 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.

12.4.3 Effective Date

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date 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.

12.5 Notice of Fine

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

12.5.1 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 of fine was sent; (6) the amount of the fine being assessed and where it is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that (a) the fine is due and payable immediately or as otherwise provided by the Governing Documents, whichever is later, (b) that late charges may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that 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.

12.5.2 Delivery

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

If the offending party is a tenant of a 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.

12.5.3 Effective Date

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

12.6 Schedule of Fines

12.6.1 First Violation

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

12.6.2 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.

12.6.3 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.

12.6.4 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.

12.7 Amount of Fines

The Board may by Resolution increase the amount of the fine stated herein for a second violation. In so doing, the fines for a third and fourth violations shall be increased by the same percentage as the amount of the fine for a second violation.

12.8 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 a 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.

13 CORPORATE RECORDS

13.1 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.

13.2 Record Availability

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

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

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

14 AMENDMENTS

14.1 Amendment of Bylaws

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

A Director may execute, certify, and record any duly approved amendment 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.

14.2 Amendment Effective Date

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

15 PROCEDURAL IRREGULARITIES

15.1 Waiver of Procedural Irregularities

No Person other than an Owner may make any claim or the like against the Association in relation to procedural irregularities or inaccuracies. All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, or the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting Persons present at a meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking Minutes of the content thereof; and (8) the manner of enforcing the Governing Documents, **SHALL BE DEEMED WAIVED UNDER THE FOLLOWING CIRCUMSTANCES:** (a) if the objecting Owner did not object within thirty (30) days of an enforcement action being taken; (b) if the objecting Owner was in attendance at a meeting, but the issue upon which the objection is based was perceptible and no objection was made at that time; (c) if the objecting Owner was not in attendance at a meeting but proper notice of it was given; (d) if the objecting Owner was not in attendance at a meeting and proper notice was not given, but the Owner had actual notice of the meeting before it occurred; (e) if the objecting Owner was not in attendance at a meeting, notice was not given, the Owner did

not have actual notice beforehand, and the Owner did not object within thirty (30) days of receiving notice of the meeting, decision, action, or vote taken; and (f) if a decision, vote, or action was taken without a meeting, but the Owner did not object within thirty (30) days of receiving notice of it.

Further, an Owner's presence at any Association meeting shall constitute a waiver of: (i) all notice requirements related to that meeting; (ii) any objections to the procedures by which the meeting was conducted; (iii) any objections to the methods or manner of voting; and (iv) any objections to decisions made therein, provided that a quorum was present and the decisions followed the stated agenda. An Owner's attendance shall also waive any objection to items discussed or voted upon that were not specifically included in the agenda, provided the Owner did not object when the item was raised.

15.2 Objections to Irregularities

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

Whether at a meeting or in writing, objections must be specific, must include identification of the particular provision(s) of the Governing Documents or other law(s) alleged to have been violated, and must 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.

15.3 Non-Waivable Irregularities

Any procedural irregularity or inaccuracy resulting from fraud or knowingly and intentionally committed in violation the Governing Documents or applicable law shall not be waived.

16 ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

For purposes of this Article, the term "Common Area" as used in the context of "use of the Common Area" shall also mean "Limited Common Area" and any other property owned or managed by the Association that is made available in any manner to any Person:

16.1 General Assumption of Risk

In consideration of use of the Common Area, including but not limited to any of the following that currently exist, or may be constructed in the future, within the Association: (1) water systems and features and related equipment and facilities, including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems and their appurtenances; (2) equipment and facilities including but not limited to buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and lawn areas; (3) gathering areas including but not limited to parks, picnic areas, pavilions, and related tables, chairs, and other equipment, both outdoors and indoors; and (4) play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment, both outdoors and indoors, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK** related thereto, including but not limited to risk of temporary and permanent personal injury, illness, disability, paralysis, death, and other harm of any kind, and property damage of any kind whatsoever, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge that such use of the Common Area may involve risks that include but are not limited to accident, injury, death, sensitivities to and injuries arising from pool or other chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures,

and other apparent, hidden, unforeseen, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that use of the Common Area is not or may not be supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of its condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering upon or making use of the Common Area, inspect and carefully consider the Common Area and its condition, and that such entering upon or making use of the Common Area constitutes the Person's acknowledgment that the Common Area has been inspected and carefully considered by the Person, and that the Person finds and accepts the Common Area as being safe and reasonably suited to the Person's purposes of such entering upon or use.

16.2 Health Assumption of Risk

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

16.3 Covenants, Conditions, Restrictions, and Rules of the Association

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

16.4 Warnings, Rules, and Regulations Regarding Health Hazards

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

16.5 No Responsibility

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

16.6 Release, Waiver of Liability, and Indemnification

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, Directors, Officers, volunteers, Managers, Owners, Residents, and insurers (the "Released Parties") arising out of or related in any way to the Person's entry upon or use of the Common Area, and such entry upon or use of the Common Area by any of the Person's family, guests, or invites. Each such Person is further deemed to FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liability, alleged or otherwise, to the Person or to any of the Person's family, guests, and invitees in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, Directors, Officers, volunteers, and Managers. Each such Person is further deemed to covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees, with or without suit, and all related costs, (the "Indemnified Liabilities") caused or alleged to have been caused directly or indirectly to the Person or to any of the Person's family, guests, or invitees by the Association or its agents, Directors, Officers, volunteers, or Managers, or caused or alleged to have been caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, guests or invitees.

17 INDEMNIFICATION

17.1 Indemnification by the Association

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

17.2 Insurance

The Association shall purchase and maintain, at its own expense, Directors and Officers insurance on behalf of any Person who is or was a Director, Officer, committee member, volunteer, Manager, employee, or other agent of the Association against any liability or alleged liability in any way related to these Bylaws, including for monetary and non-monetary claims of any kind, asserted against or incurred by such Person in any such capacity or arising out of such Person's status as such.

18 GENERAL**18.1 Principle Place of Business**

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

18.2 Applicability

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

18.3 Conflicts

Notwithstanding anything contrary in the Governing Document and pursuant to Section 228(5) of the Act, 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 Plat and Declaration equally, (4) the Articles of Incorporation, (5) these Bylaws, (6) Resolutions of the Association's membership from newest to oldest, (7) Resolutions of the Board from newest to oldest, and (8) Rules shall prevail in that order.

18.4 Incorporation of Governing Documents

For purposes of compliance with the Nonprofit Act, the Declaration and the Articles of Incorporation shall be considered integral parts of these Bylaws. Any provision in the Nonprofit Act that refers to the Bylaws shall apply to the Declaration and Articles of Incorporation as if fully incorporated herein, to the extent such provisions pertain to the governance and operation of the Association.

18.5 Compensation

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties, provided such expenses were approved in writing in advance by the Board; otherwise, such expenses may be reimbursed at the Board's discretion.

A Manager, contractor, employee, or other Person compensated by the Association may, unrelated to their compensated services, serve as a Director or Officer to the extent authorized by these Bylaws, but shall not receive additional compensation for those services.

18.6 Legal Cost Recovery for Improper Claims

In addition to any other rights or remedies available under the Governing Documents or applicable law, if any Owner, Resident, or other Person subject to these Bylaws initiates a legal action against the Association, its Board, Officers, committee members, Managers, or other agents or representatives, and the court determines that the Association or such individual(s) acted in good faith and in compliance with the Governing Documents and applicable law, then the Association may assess 100% of the attorney fees, court costs, and other related expenses incurred in defense of such action. Such costs may be assessed directly and exclusively against the initiating Owner(s) or the Unit(s) associated with the initiating Person(s).

The Association's right to recover such costs shall apply regardless of whether those costs were initially incurred by the Association itself or jointly or severally by its Members, agents, or representatives, and shall be enforceable as an assessment secured by a lien against the Unit, in accordance with the Governing Documents and applicable law.

This Section shall be construed to supplement, and not limit, the Association's rights under these Bylaws or any indemnification rights in the Governing Documents.

18.7 No Estoppel and Reliance

With respect to these Bylaws and other Governing Documents, no one may rely upon any statement or authorization from the Board or anyone else that is contrary to such documents, regardless of the circumstances. No claim of estoppel, waiver, detrimental reliance, or similar equitable claim or defense may be asserted against the Association based on any alleged reliance on such statements or actions.

Nothing in this provision limits the Association's ability to assert any claims or defenses, including estoppel or waiver, in protecting its interests, enforcing the Governing Documents, or defending itself in any proceeding.

18.8 Fiscal Year

Unless otherwise provided by the Declaration, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year of the Association shall begin on the date of its incorporation.

18.9 Waiver

Failure of the Association at any time to enforce any provision or covenant of these Bylaws or the other Governing Documents shall not be construed as a waiver of the Association's right to enforce such provision or covenant, or as a waiver, abandonment, or modification of such provision or covenant. Modification or abandonment of a provision or covenant herein shall only be effected by amendment of these Bylaws as provided for herein.

18.10 Time Limit for Claims

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

18.11 Governing Law

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

18.12 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws, or the other Governing Documents, shall be brought in a court of the State of Utah or in a federal court located therein. To the extent not prohibited by law, all Owners and Residents, and all other Persons who at any time have entered upon or in any way made us of the Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

18.13 Severability

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

18.14 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:

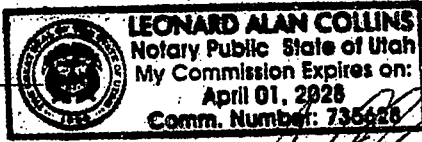
18.15 Headings

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 Directors, which constitute all of the members of the Board, have executed these Bylaws on the date first written below and thereby certify that the Board has duly adopted these Bylaws on behalf of the Association and approved their recordation.

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION

By: *Lauren Kidman*
Lauren Kidman, Director



Handwritten Signature
May 1, 2025

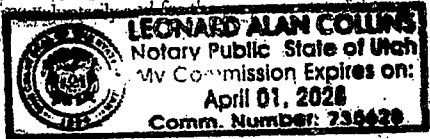
By: *Ella Neuman*
Ella Stowell, Director

By: *Abby Nixon*
Abby Nixon, Director

State of Utah)
County of Cache) ss.

On the 30th day of April, in the year 2025, each of the above-named individuals, proven by satisfactory evidence, did personally appear before me, the undersigned notary, and, being by me duly sworn or affirmed, stated that they are a Director of the Association, acknowledged that they signed the foregoing document on behalf of the Association, that they were authorized to do so, and that the Association executed the same voluntarily and for the purposes stated.

(Seal)



Handwritten Signature
NOTARY PUBLIC SIGNATURE
Leonard Alan Collins - Comm. No. 735628 - Exp. 2028-04-01

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, or an Authorized Representative of an Owner that is a legal entity.

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

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

WARNING: ONLY ONE VOTE IS ALLOWED PER LOT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same 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 G – Legal Description

Lots 1 – 32, together with the Common Area, as depicted on the Plat entitled "SUMMIT CREEK PLACE," recorded in the Recorder's Office of Cache County, Utah, on September 29, 2019, as Entry No. 1227461. These Lots are also known as Parcel Nos. 08-213-0001 – 0032, and the Common Area is also known as Parcel Nos. 08-213-COMM.

EXHIBIT H - Articles of Incorporation

A true and correct copy of the Articles of Incorporation of Summit Creek Place Homeowners' Association follows this page.

Department of Commerce
Division of Corporations and Commercial Code
that the foregoing has been filed
in this day of 8-1-19
in the office of this Division and hereby issued
This Certificate Director.

EXPEDITE

8-1-2019
7941732
\$145.00

RECEIVED
AUG 01 2019

Utah Div. of Corp. & Comm. Code

Examiner _____ Date 8-1-19
MW
Jason Sterzas
Division Director

ARTICLES OF INCORPORATION
OF

SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION

In compliance with the requirements of Utah law the undersigned, all of whom are residents of Utah and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

a) **NAME**: The name of the corporation is **SUMMIT CREEK PLACE HOMEOWNERS' ASSOCIATION**, hereinafter called the "Association" Ent 1375785 Bk 2484 Pg 69

b) **INITIAL BUSINESS ADDRESS; PRINCIPAL BUSINESS ADDRESS; REGISTERED OFFICE AND REGISTERED AGENT**: The initial business address, principal business address and principal office of the Association is located at 957 South Highway 89 #130, Logan, Utah 84321. The name of the Registered Agent is Dustin D. Ericson and his address is 108 North Main Street, City of Logan, State of Utah, 84321.

c) **SPECIFIC AND GENERAL PURPOSES**:
This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described on Exhibit A attached hereto and incorporated herein, and to promote the general appearance, health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or

11404563-0140

Ent 1394692 Bk 2537 Pg 1068

Ent 1375785 Bk 2484 Pg 70

to be recorded in the Office of Cache County Recorder and as the same may be amended a from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business for the Association, including all licenses, taxes or government charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) participate in mergers and consolidation with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members,

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

Ent 1394692 Bk 2537 Pg 1069

d) MEMBERSHIP/VOTING RIGHTS/DESIGNATION OF STOCK/TOTAL

NUMBER OF SHARES: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Every person or entity who is a record owner of a fee or undivided interest in any Lot shall have a voting right, and the maximum number of issued shares will be equal to the number of lots within the Association. There shall be only one class designation of voting stock, which all Lot owners of a fee or undivided interest shall possess. The total number of issued shares shall be thirty-two (32).

e) DIRECTORS: The affairs of this Association shall be managed by a Board of not less than three (3) Directors and not more than seven (7) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
TRENT CRAGUN	957 South Highway 89 #130 Logan, UT 84321
TROY ASTLE	957 South Highway 89 #130 Logan, UT 84321
BETH LARCHER	957 South Highway 89 #130 Logan, Utah 84321

At the first annual meeting the members shall elect five directors; two for a term of two years and three for a term of three years, with elections to be held every year thereafter.

f) **INCORPORATORS:** The names and addresses of each incorporator are as

follows:

TRENT CRAGUN 957 South Highway 89 #130
Logan, Utah 84321

TROY ASTLE 957 South Highway 89 #130
Logan, Utah 84321

g) **DISSOLUTION:** The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merge or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

h) **DURATION:** The corporation shall exist perpetually.

i) **AMENDMENTS:** Amendment of these Articles shall require the assent of sixty-six percent (66%) of the entire membership.

j) **BYLAWS AND MODIFICATIONS TO THE BYLAWS:** The Corporation shall adopt Bylaws associated with the Association. The Bylaws of this corporation may be made, altered, rescinded, added to, or new bylaws may be adopted, either by a resolution of the board of Directors or by following the procedure set forth therefore in the bylaws.

k) **DEDICATION OF PROPERTY:** The property of this corporation is irrevocably dedicated to the charitable purposes described herein and no part of the net income or assets of this corporation shall ever inure to the benefit of any trustee, officer, or member of this corporation, or to the benefit of any private individual.

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Ent 1394692 Bk 2537 Pg 1072

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of Utah, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of July, 2019.

INCORPORATORS:

/S/ Trent Cragun
TRENT CRAGUN

/S/ Troy Astle
TROY ASTLE

REGISTERED AGENT:

/S/ Dustin D. Ericson
DUSTIN D. ERICSON

EXHIBIT C – Articles of Incorporation

A true and correct copy of the Articles of Incorporation of Summit Creek Place Homeowners Association, as filed with the Utah Division of Corporations, is attached to this Declaration for reference.

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Ent 1394692 Bk 2537 Pg 1073

Filed in the Office of <i>Alan Watson</i>	Filing Number 2508044902310
Director, Division of Corporations and Commercial Code	Filed On July 28, 2025 03:38 PM
Filed in the state of Utah	Entity ID 11404563-0140
	Number of Pages 5

AMENDED AND RESTATED ARTICLES OF INCORPORATION
SUMMIT CREEK PLACE
HOMEOWNERS ASSOCIATION
A UTAH NONPROFIT CORPORATION

Ent 1394692 Bk 2537 Pg 1074

- A. **WHEREAS**, the original Articles of Incorporation of Summit Creek Place Homeowners' Association (the "Original Articles") were filed with and accepted by the State of Utah on August 1, 2019, establishing the Corporation as Entity No. 11404563-0140; and
- B. **WHEREAS**, the Original Articles named the Corporation "Summit Creek Place Homeowners' Association," *with* an apostrophe at the end of "Homeowners"; and
- C. **WHEREAS**, the Declaration requires the name of the Association to be "Summit Creek Place Homeowners Association," *without* an apostrophe at the end of "Homeowners"; and
- D. **WHEREAS**, the name of the Corporation was corrected to be consistent with the requirement of the Declaration as part of a reinstatement application filed with and accepted by the State of Utah on April 10, 2025 (the "Reinstatement"); and
- E. **WHEREAS**, the Original Articles failed to state that the Association elects to be taxed as a homeowners association under Section 528 of the Internal Revenue Code of 1986; and
- F. **WHEREAS**, the Original Articles improperly state that the Association can be voluntarily dissolved, which is legally and practically unworkable for a townhome development containing common area and attached units within shared structures; and
- G. **WHEREAS**, the Association has determined to address the above issues with the Original Articles;
- H. **WHEREAS**, "the assent of sixty-six percent (66%) of the entire membership" is required to amend the Original Articles;¹ and
- I. **THEREFORE, BE IT RESOLVED** that, by the assent of at least sixty-six percent (66%) of the entire membership of the Association: (1) the Original Articles filed with and accepted by the Utah Department of Commerce on August 1, 2019, are hereby amended, restated, and replaced in their entirety with the following Articles of Incorporation of Summit Creek Place Homeowners Association (the "Articles"); (2) the previously filed and accepted Reinstatement and correction of the name of the Corporation are hereby ratified; and (3) the Board of Directors is hereby authorized and directed to file these Articles with the Utah Department of Commerce in accordance with applicable law.

¹ Original Articles, Art. (i).

ARTICLE I Corporation Name and Initial Office

The name of the nonprofit corporation is **SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION** (the "Corporation"). The Corporation may change its principal office address from time to time by resolution of its Board of Directors.

ARTICLE II Registered Agent

The Corporation shall maintain a registered office and a registered agent in the state of Utah, as required by law. The current registered agent of the Corporation in the state of Utah is:

Burth R. Willie, Esq.
Smith Knowles Attorneys
2225 Washington Blvd., Suite 200
Ogden, UT 84401

The Corporation may change its registered agent from time to time by resolution of the Board of Directors and shall be updated with the Utah Division of Corporations as required by law.

ARTICLE III Duration

The duration of the Corporation shall be perpetual.

ARTICLE IV Purpose

The Corporation shall operate for the purposes of acquiring, constructing, managing, maintaining, and preserving the Association Property, in accordance with the Utah Revised Nonprofit Corporation Act, the Utah Community Association Act, and the Association's duly recorded Declaration of Covenants, Conditions, and Restrictions (the "Declaration"),² as amended from time to time.

No part of the net earnings of the Association shall be distributed to its Directors, Officers, committee members, volunteers, members, or other individuals, except when returning excess assessments to members in compliance with applicable law.

ARTICLE V Homeowners Association

A homeowners association of the same name has been organized as the Corporation in accordance with the **Utah Community Association Act** (Utah Code § 57-8a-1 *et seq.*) (the "Act").

Except as the context may otherwise require, the terms "Corporation" and "Association" as used herein refer to the same entity. Should the Corporation expire or be administratively dissolved, the Association shall be considered an unincorporated association until the Corporation is reinstated or, pursuant to the Act, the Association is reincorporated.

² Summit Creek Place – Declaration of Covenants, Condition and Restrictions recorded on December 1, 2020, as Entry No. 1268298 in the Cache County Recorder's Office, Utah.

ARTICLE VI Fiscal Year

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the thirty-first day of December of each year.

ARTICLE VII Election to File Under Section 528 of the Internal Revenue Code

The Corporation hereby elects to be taxed as a homeowners association under Section 528 of the Internal Revenue Code of 1986, as amended, and shall annually file Form 1120-H (U.S. Income Tax Return for Homeowners Associations) to report its income and expenses in accordance with the requirements set forth under Section 528. The Corporation shall operate for the purpose of acquiring, constructing, managing, maintaining, and caring for the property of the Association, as required under Section 528(c)(1).

ARTICLE VIII Powers, Limitations, and Restrictions

The powers of the Association shall include all those granted by the Declaration, these Articles of Incorporation, the Bylaws, as such instruments may be amended or restated from time to time, and the general powers enumerated in the Nonprofit Act, including Section 302, as well as any other applicable laws. These powers shall be subject to any limitations imposed by the Declaration, Articles of Incorporation, or the Bylaws.

ARTICLE IX Board of Directors

The Association shall have a board of directors (the "Directors" or the "Board of Directors") which shall be appointed and organized in accordance with the Bylaws. The names and addresses of the current Directors are as follows:

Abby Nixon
39 W 440 N
Smithfield, Utah 84335

Ella Newman
57 W 100 N
Providence, Utah 84332

Lauren Kidman
42 W 460 N
Smithfield, Utah 84335

No Director shall be compensated for their services, except as otherwise provided in the Declaration or Bylaws. However, Directors may be reimbursed for reasonable expenses incurred in the performance of their duties, subject to Board approval.

ARTICLE X Officers

The Association shall have officers (the "Officers") which shall be appointed and organized in accordance with the Bylaws.

No Officer shall be compensated for their services, except as otherwise provided in the Declaration or Bylaws. However, Officers may be reimbursed for reasonable expenses incurred in the performance of their duties, subject to Board approval.

ARTICLE XI Director and Officer Liability and Indemnification

To the fullest extent permitted by law, no Director or Officer (including the initial Director(s) and Officers) shall be liable to the Corporation, the Association, or its members for monetary damages, except in cases of willful misconduct, gross negligence, or other conduct expressly precluded by law.

To the fullest extent permitted by the Nonprofit Act as amended from time to time, the Corporation shall indemnify its Directors and Officers (including the initial Director(s) and Officers) for any actions or inactions taken in good faith and within the scope of their official duties on behalf of the Corporation, the Association, or its members except as limited by applicable law, the Declaration, the Bylaws, or the Association's other governing documents.

ARTICLE XII Membership, Voting Rights, and Stock

The Association shall have voting members, and may also include non-voting members as expressly authorized in the Declaration, a recorded agreement, or other governing documents.

The Association is, or shall be, organized as a nonprofit corporation—i.e., the Corporation—and shall not issue stock or, except as otherwise provided in the Association's governing documents, any interests in water or other property rights.

ARTICLE XIII Bylaws

The duly filed bylaws of the Association (the "Bylaws") are hereby readopted and ratified by the Association.

ARTICLE XIV Designation of Agent

The Corporation may, from time to time and by notarized instrument executed by at least one authorized member of the Board of Directors, designate an agent (the "Designated Agent") to manage the affairs of the Association and conduct the business of the Corporation. All such actions taken by the Designated Agent shall be considered as actions of the Board of Directors. Such management and business shall include, but is not limited to: (1) Real Property; (2) Banks and Other Financial Institutions; (3) Operation of Entity or Business; (4) Insurance and Annuities; (5) Claims and Litigation; and (6) Taxes, as described in Utah Code, Title 75, Chapter 9 – Uniform Power of Attorney Act, as amended from time to time, regardless of whether those provisions were intended to apply to the Corporation or the Association.

The Designated Agent may also serve as the manager of the Association and may delegate its authority to act on behalf of the Association to one or more of its representatives or employees, subject to prior approval by the Board of Directors.

ARTICLE XV Conflict

In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XVI Amendment

The Association may amend or restate these Articles of Incorporation by the assenting vote of sixty-seven percent (67%) of the voting interests, in accordance with the voting provisions set forth in the Declaration and Bylaws. Such amendments shall not be effective until duly filed with and accepted by the Utah Department of Commerce.

ARTICLE XVII Reinstatement and Reincorporation

In the event the Corporation is terminated or administratively dissolved, the Corporation shall be reinstated by the Board of Directors or, if not timely reinstated by the Board, by any member of the Association.

If it cannot be reinstated, the Corporation shall be reincorporated by the Board of Directors or, if not timely reinstated by the Board of Directors, by any member of the Association acting as the incorporator.

Upon such reinstatement or reincorporation by a party other than the Board, the party shall immediately hold a meeting of the Association's members in accordance with the Bylaws for the purpose of electing a Board of Directors.

Such a reinstatement or reincorporation shall not be considered an amendment or restatement of these Articles.

ARTICLE XVIII Certification

We, the undersigned, being all the duly elected members of the Board of Directors, do hereby certify that these Amended and Restated Articles of Incorporation were duly adopted by the assent of at least sixty-six percent (66%) of the entire membership of the Association.

DIRECTORS:

Lauren Kidman

Date: 07/18/2025

Lauren Kidman

Abby Nixon

Date: 07/25/2025

Abby Nixon

Ella Newman

Date: 07/18/2025

Ella Stowell

EXHIBIT D – Assessment Districts

The Project is hereby divided into the following Assessment Districts for purposes of budgeting, reserve funding, and assessment of District Common Expenses, based on the exclusive or disproportionate benefit conferred by certain Common Area or Limited Common Area of the Project.

1. Assessment District 1 – Residential District

Assessment District 1, the Residential District, consists of the Townhome Units located on Lots 1 through 30, inclusive, as shown on the Plat recorded as **Exhibit A** to the Declaration, excluding the Mixed-Use Units.

2. Assessment District 2 – Mixed-Use District

Assessment District 2, the Mixed-Use District, consists of the Mixed-Use Units located on Lots 31 and 32, as shown on the Plat recorded as **Exhibit A** to the Declaration, together with any Common Area or Limited Common Area designated as appurtenant to or primarily serving such Units, including the Mixed-Use Parking Area designated as Limited Common Area appurtenant to Lots 31 and 32 pursuant to Section 6.2.2 and as shown on the Plat.

3. Allocation of Common Expenses and District Common Expenses

Common Expenses and District Common Expenses shall be allocated among the Units in accordance with: (a) Article 6 – OPERATION AND MAINTENANCE; (b) Article 11 – ASSESSMENTS AND FEES; (c) Article 12 – BUDGET, REGULAR ASSESSMENTS, AND FUNDS; and (d) as summarized in **Exhibit D-1** – Expense Allocation Chart.

Exhibit D-1 identifies, classifies, and allocates each category of expense incurred by the Association by designating whether such expense constitutes: (i) a Common Expense allocated among all Units; or (ii) a District Common Expense allocated solely to one or more Assessment Districts.

Exhibit D-1 is intended to provide operational clarity for budgeting, reserve funding, and assessment administration. Nothing in this **Exhibit D** creates or expands any Maintenance Obligation of the Association, which is governed by Article 6. In the event of any conflict between this Exhibit, **Exhibit D-1**, and the Declaration, the Declaration shall control.

The Board shall have the authority to apply **Exhibit D-1** in adopting annual budgets, establishing reserve contributions, and levying Assessments, provided that the Board shall not reallocate expenses between Common Expenses and District Common Expenses except as permitted by this Declaration or by amendment thereto.

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EXHIBIT D-1 – Expense Allocation Chart

This Expense Allocation Chart is adopted pursuant to Article 12 of this Declaration and reflects the allocation of Common Expenses and District Common Expenses incurred by the Association in connection with its Maintenance Obligations under Article 6, based on the exclusive or shared benefit of the applicable Common Area or Limited Common Area.

	EXPENSES	C ¹	AD1	AD2	DESCRIPTION & AUTHORITY
1	Private streets	X			Private streets, alleys, drive lanes, and related expenses. §6.1.1(1).
2	Guest parking areas	X			Guest parking areas north of 440 N, and related expenses (excluding mixed-use parking area). §6.1.1(1).
3	Sidewalks and walkways	X			Sidewalks, walkways to entry porches or stoops of individual Units, and related expenses (excluding hazard remediation). §6.1.1(1), (7); §6.2.1(3).
4	Patios, porches, exterior stairs and railings, and concrete pads	X			Front patios, porches, exterior stairs, and concrete pads adjacent to Units (excluding pads supporting HVAC equipment, utility boxes, or other equipment), patio or stair railings, associated gates, and related expenses. §6.2.1(1)–(2).
5	Exterior building maintenance	X			Maintenance expenses for Townhome Units and Mixed-Use Units. §§6.3.1–6.3.3.
6	Dumpster and refuse areas	X			Dumpster pads, enclosures, access areas, and related expenses. §6.1.1.
7	Lawns and landscaping	X			Lawn, landscaping, irrigation system, water rights, and related expenses. §6.1.1(5).
8	Outdoor play equipment	X			Association play equipment and related expenses. §6.1.1(6).
9	Community mailboxes	X			Mailboxes and access features and related expenses. §6.1.1(3).
10	Street lights	X			Street lights and related expenses. §6.1.1(3).
11	Perimeter fencing	X			Perimeter Project fencing and related expenses. §6.1.1(2); §6.3.6.
12	Stormwater and drainage facilities	X			Stormwater, drainage facility, retention pond, and related expenses. §6.1.1(5).
13	Utility lines and infrastructure	X			Utility lines, easements, and infrastructure serving more than one Unit and not maintained by City, County, or utility provider, and related costs. §6.1.1(4).
14	Insurance	X			Association insurance coverage, policies, and related expenses. §14.
15	Reserve studies	X			Reserve studies and related expenses. §13.
16	Snow removal	X			Common Area snow removal and related expenses. §6.1.2.
17	Pest control	X			Pest or wildlife mitigation in Common Areas and related expenses. §6.1.3.
18	Mixed-Use parking area			X	Parking area and adjoining Common Area south of 440 N and related expenses. §6.2.2.

¹ C = Common Expense; AD1 = Assessment District 1 Expense; AD2 = Assessment District 2 Expense.

EXHIBIT E – Maintenance Responsibility Chart

This Maintenance Responsibility Chart is adopted as an interpretive aid to Article 6 of this Declaration and summarizes the allocation of maintenance, hazard-mitigation, and related operational responsibilities among the Association and Owners as set forth in the Declaration. This Exhibit does not create or modify any maintenance obligation, assessment obligation, or insurance responsibility; all such matters are governed exclusively by the operative provisions of the Declaration, including without limitation Articles 6, 12, and 14. To the extent of any inconsistency, the text of the Declaration shall control.

	AREA / ITEM	A ²	O	DESCRIPTION & AUTHORITY
1	Common Area	X		All Common Area generally. §6.1. Also, Common Area serving only one Assessment District. §6.1.5. See exception §6.4.
	Private streets and sidewalks	X		Private streets, alleys, drive lanes; sidewalks; parking stalls; dumpster pads, enclosures, and refuse access areas. §6.1.1(1).
	Fencing	X		Perimeter and interior fencing of the Project. §§6.1.1; 6.1.1(2).
	Street lights, signage, monuments, mailboxes	X		Street lights, signage, entry monuments, community mailboxes. §6.1.1(3).
	Utility lines and infrastructure	X		Utility lines, easements, and infrastructure serving more than one Unit (not maintained by public utilities). §6.1.1(4).
	Landscaping and related facilities	X		Landscaping, irrigation systems, stormwater or drainage facilities, and related water rights or shares. §6.1.1(5). Also, Lot areas outside building perimeters designated or treated as common landscaping or sidewalks. §6.1.1(7).
	Amenities	X		§6.1.1(6).
	Snow and hazard removal	X		Snow removal on private streets, sidewalks, parking areas, dumpster areas, access to mailboxes and entry features (Board discretion). §6.1.2: No affirmative duty to identify, monitor, or remediate other transient hazards; discretionary action only. §6.1.4.
	Snow and hazard removal		X	Snow, ice, water buildup, debris, litter, and similar transient hazards occurring on front patios, porches or stoops, exterior stairs, walkways connecting sidewalks to Unit entry, and other Limited Common Area appurtenant to a Unit, as well as on or immediately adjacent to a Unit where such areas are used for ingress and egress between the Unit and adjacent Common Area or Limited Common Area. §§6.2.3, 6.2.4, 6.3.4.
	Pest control	X		Pest or wildlife mitigation within Common Area (Board discretion). §6.1.3.
	Limited Common Area	X		All Limited Common Area generally. §6.2. See exceptions §§6.2.3, 6.4.
	Front patios, porches, stairs, pads	X		Front patios, porches, stoops, exterior stairs, and adjacent concrete pads (excluding equipment pads). §6.2.1(1).
	Patio or stair railings, gates	X		Patio or stair railings and associated gates. §6.2.1(2).
	Walkways between sidewalks and porches	X		Walkways connecting Common Area sidewalks to Unit entry porches or stoops. §6.2.1(3).

² A = Association Responsibility; O = Owner Responsibility.

	AREA / ITEM	A ³	O	DESCRIPTION & AUTHORITY
	Mixed-Use Parking Area and Common Area	X		Mixed-Use Parking Area and adjoining Common Area south of 440 N, appurtenant to Lots 31 & 32. §6.2.2.
	Cleanliness		X	Cleanliness, neatness, and conditions created by Owner, Resident, guests, or invitees on Limited Common Area. §6.2.4.
	Obstruction or interference		X	Preventing obstruction or interference with Association maintenance of Limited Common Area improvements. §6.2.4.
	Equipment pads		X	Equipment pads, platforms, utility boxes or meters excluded from Limited Common Area (unless utility-maintained). §6.2.1.
	Unit interior		X	Interior of Units and all components. §6.3.
	Weatherproofing		X	Weather barriers, seals, and weatherproofing of Owner-maintained components. §6.3.
	Unsafe Unit conditions		X	Hazardous or unsafe Unit conditions (subject to Association abatement rights). §6.3.6.
	Building exterior elements	X		Exterior wall systems above foundation (sheathing, flashing, finishes, trim, vents, paint); roof systems; rain gutters and downspouts; exterior exhaust vents; exterior light fixtures and mounted electrical devices; exterior enclosures, boxes, and housings for utility meters (unless utility-maintained); originally installed shutters, awnings, and architectural features. §6.3.1.
	Building exterior elements		X	Windows, frames, bucks, glass; skylights; screens; doors, thresholds, hardware, door frames and bucks; garage doors and floors; foundation walls, slabs, and below-grade structures; HVAC equipment serving one Unit; hose bibs, spigots, and exterior water fixtures serving one Unit; utility lines and conduits serving only one Unit. §6.3.1.
	Mixed-use building exterior elements		X	Mixed-Use workplace windows, doors, signage, awnings, exterior lighting, and unique exterior appurtenances. §6.3.2.
	Interior party walls		X	Interior party walls shared between Units, including maintenance, repair, replacement, and cost-sharing obligations among the affected Owners. §§7.2; 7.4.

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³ A = Association Responsibility; O = Owner Responsibility.

EXHIBIT F – Water Rights and Irrigation Shares

1. Description

The Association holds the following certificated irrigation company shares appurtenant to the Project's Common Area, to be used solely for irrigation and landscaping purposes within the Project:

- **Smithfield Irrigation Company—Certificate No. 1943**
1.5 Class E Shares
Issued to "Summit Creek Place HOA" on September 5, 2025.
- **Smithfield Irrigation Company—Certificate No. 6502**
2.0 Class A Shares
Issued to "Summit Creek Place HOA" on September 5, 2025.

Together, these shares represent water rights dedicated for the benefit of the Project's Common Area, subject to the Articles and Bylaws of Smithfield Irrigation Company.

Note: Although the Bond for Lost Certificate (**Exhibit F-3**) requested that the replacement certificates be issued in the Association's full legal name (Summit Creek Place Homeowners Association, a Utah nonprofit corporation), the certificates were nonetheless issued to "Summit Creek Place HOA," an informal variation of the Association's name. This clerical inconsistency does not affect the Association's ownership or rights in the shares.

2. Copies of Certificates

Attached hereto as **Exhibit F-1** (Certificate No. 1943), **Exhibit F-2** (Certificate No. 6502), and **Exhibit F-3** (Bond for Lost Certificate) are true and correct copies of the original share certificates and related bond issued to the Association.

3. Certification

The undersigned, being a duly authorized Director of Summit Creek Place HOA, hereby certifies that the attached copies of the Smithfield Irrigation Company share certificates identified above (Certificate Nos. 1943 and 6502) are true, correct, and complete copies of the originals held by the Association. These certificates evidence water shares appurtenant to the Project's Common Area and dedicated to irrigation and landscaping purposes for the benefit of the Association and its Members.

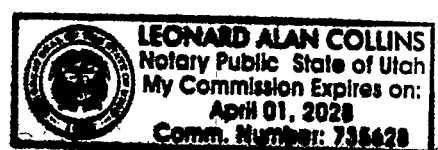
Executed this 3 day of April, ^{AN} 2026.

By: Abby Nixon
Abby Nixon, Director

State of Utah)
) ss.
County of Cache)

On this 3 day of April, 2026, before me, the undersigned Notary Public, personally appeared Abby Nixon, known to me (or proved on the basis of satisfactory evidence) to be a Director of Summit Creek Place Homeowners Association, and acknowledged to me that she executed the foregoing Certification on behalf of the Association.

(Seal)



Leonard Alan Collins
NOTARY PUBLIC SIGNATURE
Leonard Alan Collins – Comm. No. 735628 – Exp. 2028-04-01

EXHIBIT F-1 – Smithfield Irrigation Company—Certificate No. 1943

421 N. Main

WOMAN'S PRINTING - UPHAM, UTAH 84401

INCORPORATED UNDER THE LAWS OF UTAH

SMITHFIELD IRRIGATION COMPANY

\$100.00 VALUE PER SHARE

SHARES CLASS E

NUMBER 1943

This stock is deemed to be appurtenant to the land designated on the reverse side hereof, and this stock shall not be transferred from said land for use on any other land without the express approval of the Board of Trustees of the Corporation.

We do hereby certify that Summit Creek Place, HOA with one and one-half shares registered hereby are the registered owners of one and one-half shares of the Smithfield Irrigation Company.

In Witness Whereof, the said Corporation has caused this Certificate to be signed, by its duly authorized officers, and its Corporate Seal to be hereunto affixed, this 5th day of September 1991 at 25.

By Pat Day PRESIDENT

By Julius Henderson SECRETARY

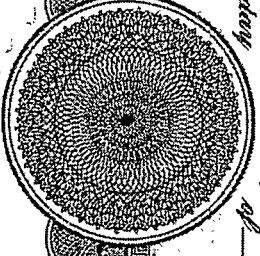


EXHIBIT F-2 – Smithfield Irrigation Company—Certificate No. 6502

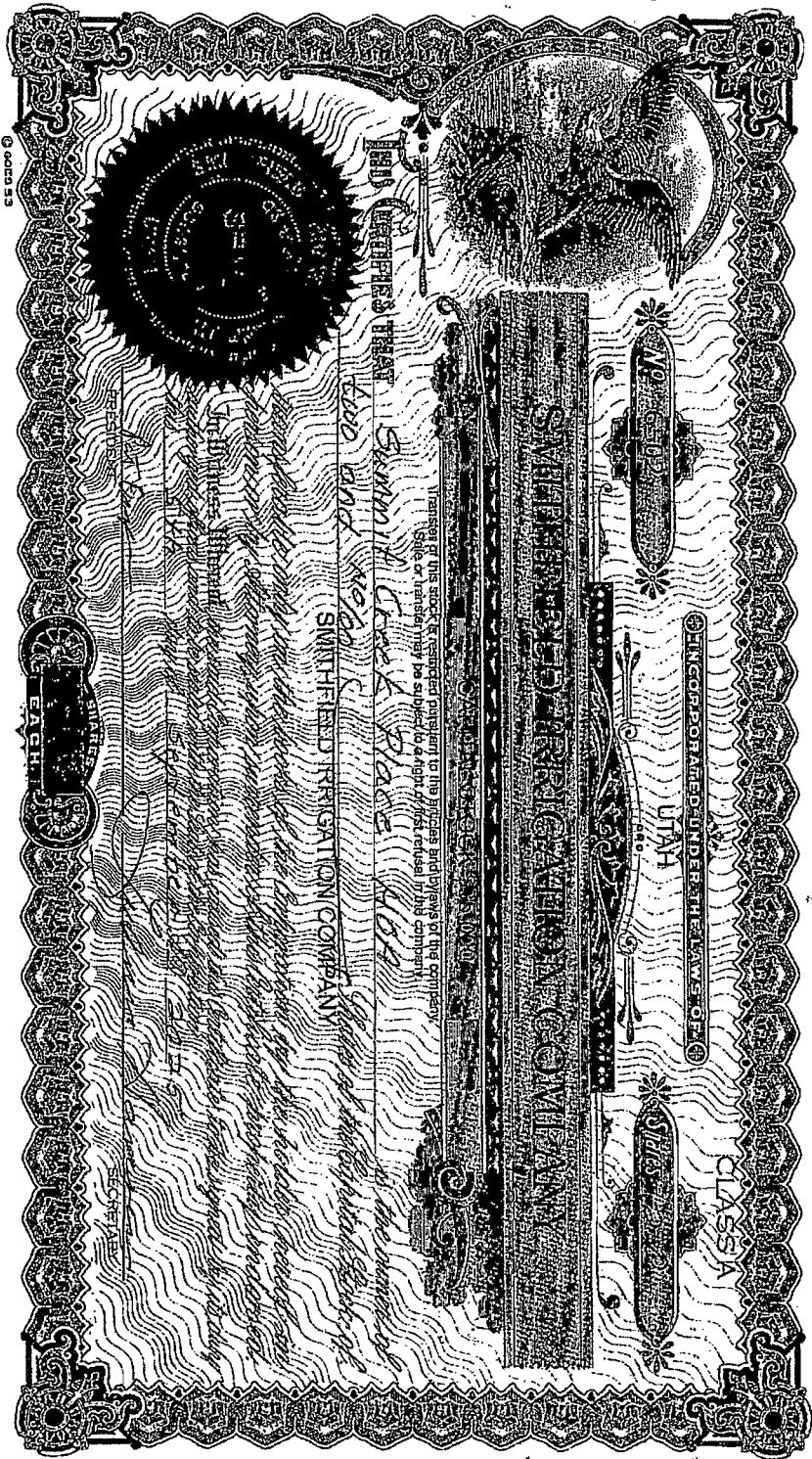


EXHIBIT F-3 – Bond for Lost Certificate

BOND FOR LOST CERTIFICATE

Summit Creek Place Homeowners Association, a Utah nonprofit corporation (“Association”), sometimes informally referred to as “Summit Creek Place, HOA,” (a non-legal shorthand used in past dealings with Smithfield Irrigation Company) owns stock in Smithfield Irrigation Company as represented by Class A Certificate No. 6196 for 2.0 shares and Class E Certificate No. 1711 for 1.5 shares, appurtenant to the property at 421 North Main, Smithfield, Utah. Certificates for said shares have become lost.

The Association hereby applies for issuance of new certificates to replace the lost ones. This Bond for Lost Certificate shall stand in place of the lost certificates. The new certificates shall be issued solely in the following legal name of the Association (and not in any informal designation or nickname):

SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation

In doing so, the Association, by and through its duly authorized representative, agrees to hold Smithfield Irrigation Company, its board of directors, and its secretary harmless from any loss incurred if the original certificates are later found and presented for collection. The Association’s execution of this document authorizes the voiding of the original certificates identified above.

Should the lost certificates be found, they shall be returned to Smithfield Irrigation Company, P.O. Box 41, Smithfield, UT 84335.

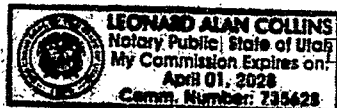
SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

08/26/2025
Dated

Lauren Kidman
Lauren Kidman, Director

STATE OF UTAH)
) ss
County of Cache)

On this 26 of August, 2025, before me, a Notary Public in and for said State, personally appeared Lauren Kidman, who acknowledged to me that she executed the foregoing instrument as a duly authorized Director of Summit Creek Place Homeowners Association, a Utah nonprofit corporation, by authority of its Board of Directors.



Alan Collins
Alan Collins, Notary Public, Comm. No. 735628