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Canyon Creek Subdivision
Layton, Utah
A Residential Subdivision Development

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AGREEMENTS &
RESTRICTIONS AND HOMEOWNERS ASSOCIATION BY-LAWS**

Tax Notices to be sent to Canyon Creek Subdivision, Corp:
3072 E. Canyon Creek, Cir.
Layton, Utah 84040

Parcel No. 11-505-0013:
PARCEL A, (COMMON AREA) CANYON CREEK ESTATES SUBDIVISION CONT. 0.27
ACRES

11-505-0001 → 0004
11-505-0006
11-505-0009 - 0013
11-505-0015

CANYON CREEK SUBDIVISION, Corp.

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AGREEMENTS AND RESTRICTIONS AFFECTING THE REAL
PROPERTY KNOWN AS**

Canyon Creek Estates Subdivision

THIS DECLARATION is made this 17 day of Nov, 2020, by Members of Canyon Creek Subdivision, Corp, hereinafter referred to as "Declarant."

WITNESSTH

WHEREAS, the Declarant, Members of a Utah Corporation and record owners of real property more particularly described as follows:

All of Lots 1 through 11, inclusive, and common areas, as Canyon Creek Estates Subdivision, situated in the City of Layton, in the County of Davis, in the State of Utah, according to the official plat thereof recorded as Entry No. 1754446, in Book 3046, Page 751, in the office of the Davis County Recorder, hereinafter referred to as "Property."

WHEREAS, it is the desire and intention of the Declarant to subdivide and sell the Property described above and to subject the Property to mutually beneficial restrictions under a general plan of improvement for the benefit of all the Property in the subdivision and the future owners of said Property.

WHEREAS, the Homeowners Association of Canyon Creek Subdivision (also known as Canyon Creek Estates Homeowners Association), hereinafter referred to as the "Association", has been or will be incorporated as a Utah non-profit corporation to act as a homeowner's association with the powers of managing, maintaining the property, administering and enforcing the covenants, conditions and restrictions, and assessing and collecting for, on a monthly basis, a prorated share of the cost for maintaining and repairing any and all common areas on the Property as described herein, and administering and performing such other acts as are provided for or set forth in this Declaration of Covenants, Conditions, Agreements and Restrictions for Canyon Creek Estates (this "Declaration") or which generally benefit its members or the Property.

THEREFORE, to further the general purposes herein expressed, Declarant, for itself, its successors and assigns, hereby declares that all of the Property shall at all times, be owned, held, used and occupied subject to the provisions of this Declaration and to the covenants, conditions and restrictions herein contained.

The following additional words, phrases or terms used in this Declaration shall have the following meanings:

* **"Board"** or **"Association Board"** shall mean the Board of Directors of the Association

* **"Lots"** shall mean any area of real property within Canyon Creek designated as an individual lot.

* **"Member"** shall mean any person holding a membership in the Association.

* **"Owner"** (when so capitalized) shall mean the record holder of legal title to the fee simple interest in any lot. If there is more than one record holder of legal title to a lot, each record holder shall be an "Owner."

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

ARTICLE I – ASSOCIATION

- 1.1 **FORMATION OF ASSOCIATION:** The Association shall be a Utah non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in its articles of incorporation, its bylaws, and this Declaration. Neither the articles nor bylaws of the Association shall, for any reason be amended, changed or otherwise interpreted so as to be inconsistent with this Declaration.
- 1.2 **BOARD OF DIRECTORS AND OFFICERS:** The Board and such Officers shall conduct the affairs of the Association as the board may elect or appoint in accordance with the articles and bylaws of the Association as the same may be amended from time to time. The initial Board shall be composed of three (3) directors. The Board shall appoint a president, and other officers, who shall be known as the Management Committee, who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association; the Board may also appoint various committees to assist with these duties.
- 1.3 **PERSONAL LIABILITY:** Neither Canyon Creek Subdivision Corp. or its members, nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, or performed intentionally with malice.

ARTICLE II – ASSOCIATION MEMBERSHIP AND VOTING

- 2.1 MEMBERS:** Every owner of a Lot shall be a member of the Association and, all such persons shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's lot and any such transfer shall automatically transfer the membership appurtenant to said Lot to the new Owner thereof.
- 2.2 VOTING:** Each Member shall be entitled to one vote for each Lot owned in accordance with the provisions hereof. When more than one Member owns any lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The Association shall have no votes as to Lots owned by it.
- 2.3 NO CUMULATIVE VOTING:** In any election of the members of the Board, the Owner or Owners of a given Lot shall collectively have one vote for each Director position to be elected. The candidate receiving the highest number of votes for a given Director position shall be deemed elected. Cumulative voting shall not be allowed in the election of members of the Board or for any other purposes.

ARTICLE III – RIGHTS AND POWERS OF ASSOCIATION

- 3.1 ASSOCIATION'S RIGHTS:** In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its articles and bylaws.
- 3.2 RIGHTS OF ENFORCEMENT:** The Association, as the agent and representative of the members, shall have the right to enforce the covenants set forth in this Declaration. The Association shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of the Declaration. In addition, the Association shall have the right to enforce at law or in equity, all liens and charges now or hereafter imposed by the provisions of this Declaration. If the Association prevails in any proceeding at the Association, the Association, as applicable, is entitled to judgment against the breaching Owner or Member for all costs and reasonable attorney's fees associated with the action. Failure by the Association to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither the Architectural Control Committee (individually or collectively), nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, or performed intentionally with malice.

- 3.25** In the event of a dispute between members of the Homeowners Association regarding matters pertaining to this Declaration, the issue should be brought before the Board of Directors for resolution.
- 3.3 BY-LAWS:** These provisions allow for the establishment of by-laws which enable a duly elected Board with a majority vote (of legal lot owners of the Property) to assess monies to the legal lot owners of the Property for the installation, maintenance and upkeep of improvements for the common good of the property owners herein. Lot owners shall vote on all expenditures in any amount greater than \$500. The Board may amend said by-laws from time to time with majority vote of said lot owners. The Board shall be comprised of a minimum of three and a maximum of seven legal lot owners of the Property. The Declarant shall be exempt from any lot fees approved and assessed by the Board.
- 3.4 OWNERSHIP, TAXATION & MAINTENANCE OF COMMON AREA & PRIVATE ROADS:**
- a. Ownership:** At the time of initial recording of these covenants, conditions, agreements & restrictions, the Declarant owns the common areas and private roads as delineated on the plat of record. Declarant will in due time deed said common areas to other Owner or Owners, which may include the Association.
- b. Taxation:** Taxes for common areas and private roads within Canyon Creek Estates Subdivision shall be assessed equally to each property owner. Prorations shall be observed if ownership changes at any time during the tax year.
- c. Maintenance:** All responsibilities for the maintenance of and/or costs associated with the maintenance of common amenities associated with or found within the common areas and private roads shall be paid for by Association through the means of collection prescribed herein.

ARTICLE V – RESIDENTIAL AREA COVENANTS

- 5.1 DWELLING—SIZE, QUALITY, EXTERIOR MATERIALS:** The following minimum finished square foot living area requirements shall apply. Living areas shall be calculated exclusive of garages, open porches, and basements. The “ground floor,” as herein referred, shall be defined as the first floor with a floor elevation extending above the top back of curb at the driveway approach side of the lot.
- a. Dwelling Size:**
- One Story Dwellings (Rambler):** The required minimum above ground floor finished space shall be 1900 square feet or more with a minimum of 2-car garage required.
- Two Story Dwellings:** The required minimum above ground floor finished space shall be 2200 square feet or more with a minimum of 2-car garage required.

Multi-Level Dwellings: The required minimum above ground floor finished space shall be 2400 square feet or more with a minimum of 2-car garage required.

THE HOMEOWNERS ASSOCIATION RESERVES THE RIGHT TO GRANT EXCEPTIONS TO THE ABOVE RESTRICTIONS IN ORDER TO PLACE AN APPROPRIATE HOME ON A SPECIFIC LOT DUE TO SLOPE RESTRICTIONS, LOT IRREGULARITY OR FOR ANY OTHER REASON THEY DEEM APPROPRIATE.

- b. **Dwelling Quality:** All construction shall be comprised of new materials, with exception to the use of used brick with prior written approval of the Architectural Control Committee. All improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all laws and ordinances of the city of Layton, Davis County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
- c. **Dwelling Exterior Materials:** The dwelling's front exterior shall have 2 or more large full front facing panels (subject to the discretion of the Architectural Control Committee) of brick or rock and the side exterior walls shall have at least a wainscot of brick or rock (to a natural break point down the sides), with the remainder in stucco or comparable product as approved by the Architectural Control Committee. A "large full front facing panel" is defined as an architectural wall feature at least 8' in height and consists of at least 100 square feet on brick or rock (return walls or quoins can be included in the calculation of the "large full front facing panel" if they are at least 8' in height.) Cedar lapboard or other types of wood siding may be allowed by written approval from the Architectural Control Committee. Any of these exterior material requirements may be waived at the discretion of the Architectural Control Committee where the histrionic style will not permit its use. Vinyl or Aluminum siding shall be not allowed except for the soffit, fascia and/or rain gutter areas.

Each dwelling must have at least a 30-year architectural (laminated) asphalt type shingle. The Architectural Control Committee must approve any other variation from this specification.

If the Architectural Control Committee permits detached structures, they are to be constructed of identical exterior materials of the primary structure unless otherwise approved by the Architectural Control Committee. All property owners are required to check with the governing municipality for building code requirements and zoning restrictions.

ALL DWELLING SIZES, FLOOR PLANS AND EXTERIOR MATERIALS MUST BE SUBMITTED TO BOARD OF DIRECTORS IN WRITING, AS OUTLINED IN ARTICLE 4.2 OF THESE COVENANTS, AND APPROVALS MUST BE OBTAINED IN WRITING PRIOR TO THE BEGINNING OF CONSTRUCTION ON THE HOME. IF SAID APPROVALS ARE NOT OBTAINED AND CONSTRUCTION BEGINS, OWNER SHALL BE SUBJECT TO A \$1000.00 FINE, AT THE BOARD OF DIRECTORS DISCRETION, PAYABLE TO THE ARCHITECTURAL CONTROL COMMITTEE.

5.2 DRAINAGE: Generally, the side and rear property lines are deemed drainage easements, and no lot shall be graded and no structure or other obstacle shall be erected, placed, or permitted to remain thereon in such a way as to interfere with the established drainage pattern over the lot to and from adjoining land. In the event it becomes necessary to change the established drainage over a lot, adequate provision shall be made for proper drainage. Any fence, wall or structure erected along the side or rear property line of any lot shall contain "weep holes" or shall be otherwise constructed so as to not prevent the flow of surface water from adjoining land where such flow is in accord with the established drainage. The owner of the lot shall continuously maintain the sloped areas of each lot and all improvements in them, except for those improvements for which a public authority, utility company of the Association is responsible.

5.3 SPECIAL PROVISIONS, CONDITIONS & DISCLOSURES: These provisions, conditions and disclosures are a compilation of issues addressed by municipalities, professional civil and soils engineers, geologists and the Declarant prior to the final approval and recordation of the plat of record.

- a. **Layton City Community Development Department – Memo dated 6/7/2002**
RE: "Requirements to build in Canyon Creek"
The Community Development Department outlined specific requirements for each home or structure built in Canyon Creek Subdivision. This letter is attached hereto as Exhibit A.

- b. **AMEC Earth & Environment, Inc (formerly AGRA Engineering Global Solutions)**
– Letter dated 10/11/1999; Supplement Letter No. 1 dated 12/13/1999;
Supplement
Letter No. 2 dated 2/7/2000; & Supplement Letter No. 3 dated 5/10/2001
RE: "Review of Debris-Flow Hazard Assessments"
An independent review and recommendation of debris-flow hazard assessments conducted on Canyon Creek Subdivision. These letters are attached hereto as Exhibits B, C, D, and E.

It must be noted that said letters refer to lot numbers that were designated on an earlier version of the plat in which 16 lots were platted. The final plat approved by Layton City and recorded with Davis County has only 12 lots. Lot numbers referred to in the letters and reports have changed, but the requirements have not. See Reliance Affidavit referenced below.

c. Reliance Affidavit – Canyon Creek Subdivision L.L.C. – Affidavit dated 6/10/2003

An affidavit clarifying conceptual design and plat changes (i.e. reduction in number of lots, and renumbering of the approved lots) to the original plat used in the AMEC & AGRA reports referenced above. This affidavit is attached hereto as Exhibit F.

**d. Canyon Creek Estates Subdivision Recorded Plat
RE: “Plat Notes”**

Owner must review these notes found on the recorded plat in conjunction with building a home on any lot within the subdivision.

5.4 USE REQUIREMENTS & RESTRICTIONS: The use of the Lots and common areas in the tract are subject to the following use requirements and restrictions:

- a. **Land Use:** Each lot shall be used for private residence purposes only, and no pre-existing structure of any kind shall be moved from any other location and placed upon said lot, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one year from the date the building was started, unless approved by the Architectural Control Committee. No Lot shall be subdivided or partitioned.
- b. **Laws:** Nothing shall be done or kept in, on or about any Lot or common area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validity imposed requirement of any governmental body.
- c. **Snow Plowing:** The recorded plat delineated as a private road beginning approximately at the West edge of Lots #12 and #1. At the time of recordation, the road inside of the subdivision was private. In relation to this, if the City of Layton does not provide snow plowing, the Association shall be responsible to enter into a contract for this service and bear the sole cost of said services.
- d. **Excavations & Completing Improvements:** No excavation shall be made on any lot except in connection with the erection, alteration, or repair of a dwelling or other improvement thereon. When excavation or the erection, alteration, or repair of a structure or other improvements has once begun, the work must be executed diligently and completed within a reasonable time.
- e. **Short Term Leases:** No lot may be leased for less than a term of 30 days.

- 5.5 OFF-SITE IMPROVEMENTS:** Before taking title or possession of any Lot, the Purchaser shall inspect the completed offsite improvements. Except for deficiencies or defects specified by the Purchaser to the developer before ownership is taken, purchaser hereby releases the developer from further obligations or responsibility as to the installation of the off-site improvements.

If the off-site improvements are not complete at the time ownership is taken, the Developer will, upon completion of the uncompleted off-site improvements, give written notice of completion to purchaser and, unless Purchaser notifies the Developer of any deficiencies within seven (7) days after the date of receipt of the notice of completion the off-site improvements shall be deemed acceptable to the Purchaser and the developer will be released from any further obligations or responsibilities as to the installation of the previously incomplete off-site improvements.

CONDITIONS OF ACCEPTANCE: Upon transfer of title from Developer to Purchaser, Purchaser shall assume full responsibility for accepting property 'AS IS' and to make property inspection of the following prior to closing: 1) Sewer; 2) Culinary Water – house use; 3) Culinary Water – fire line; 4) Gas; 5) Electric; 6) Telephone; 7) Curb & Gutter; 8) Sidewalks (only some lots have sidewalk); 9) Asphalt roads; 10) Rough Grading; 11) others as applicable.

All property owners understand that the Declarant does not own or exercise any control over water rights and easements associated with neighboring Holmes Creek, existing irrigation structures and piping installed on some properties. All property owners further understand that the Declarant is powerless in seeking to have said rights assigned.

ARTICLE VII – GENERAL PROVISIONS

- 7.1 SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.
- 7.2 AMENDMENT:** Exceptions to the strict interpretation of these guidelines that would cause undo hardship serving no public purpose may be appealed to the Board of Directors. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any amendment approved shall be written, signed, and recorded against the Lots. If an acceptable resolution is not reached, the owner may appeal to the general homeowners for a decision, requiring a 75% vote.

7.3 Appeal: An appeal of any decision made by the Board of Directors can be made to all Owners by 75% vote.

The remainder of this document is left intentionally blank.

Signatures below.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand this day of _____ and do hereby acknowledge their approval and acceptance of the **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AGREEMENTS AND RESTRICTIONS** and **BY-LAWS OF THE CANYON CREEK ESTATES HOMEOWNERS ASSOCIATION**.

DECLARANT:

Signature of Property Owners

DATED this 17th day of November, 2020

Andrew J. McDermott
Property Owner Signature

Andrew J. McDermott
Print Property Owner

Jenice S Leininger
Property Owner Signature

Jenice S Leininger
Print Property Owner

Daniel R. Leininger
Property Owner Signature

DANIEL R. LEININGER
Print Property Owner

Chris Record
Property Owner Signature

CHRIS RECORD
Print Property Owner

Catherine Record
Property Owner Signature

CATHERINE RECORD
Print Property Owner

Keiji K. Matsumura
Property Owner Signature

KEIJI K. MATSUMURA, TRUSTEE
Print Property Owner

Geraldine Matsumura
Property Owner Signature

Geraldine Matsumura, Trustee
Print Property Owner

Matt Bailey
Property Owner Signature

MATT BAILEY
Print Property Owner

Jennifer Bailey
Property Owner Signature

Jennifer Bailey
Print Property Owner

Scott T. Schulte
Property Owner Signature

Scott T. Schulte
Print Property Owner

Erin Schultz
Property Owner Signature

Erin Schultz
Print Property Owner

Michelle Jensen
Property Owner Signature

Michelle Jensen
Print Property Owner

Shauna Christensen
Property Owner Signature

Shauna Christensen
Print Property Owner

[Signature]
Property Owner Signature

Cay Christensen
Print Property Owner

Tracy Potter
Property Owner Signature

Tracy Potter
Print Property Owner

Calvin Potter
Property Owner Signature

Calvin Potter
Print Property Owner

Halle Schlemmer
Property Owner Signature

Halle Schlemmer
Print Property Owner

Haesook Nielsen
Property Owner Signature

Haesook Nielsen
Print Property Owner

Robert L. Nielsen
Property Owner Signature

Robert L. Nielsen
Print Property Owner

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Property Owner Signature

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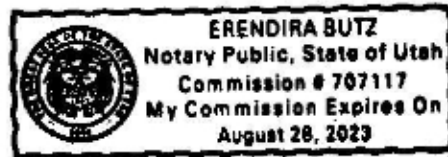
STATE OF UTAH
County of Weber

On the 17th day of November, 2020, Hollie Schilleman, Scott Schultz, Erin Schultz, Cory Christensen, Shauna Christensen, Calvin Potter, Tracy Potter, Daniel Leininger, Jenilee Leininger, Matson Bailey, Jennifer Bailey, Michelle Jensen, Chris Record, Catherine Record, Robert Nielsen, Hae Sook Nielson, Andrew McDermont, Keiji Kay Matsumura, Geraldine Matsumura personally appeared before me

ERENDIRA BUTZ the signer(s) of the Agreement set forth above, who duly acknowledged to me that they executed the same.

Erendida Butz

NOTARY PUBLIC



**BY-LAWS OF THE CANYON CREEK ESTATES HOMEOWNERS
ASSOCIATION**

ARTICLE I – OFFICES

1.1 The initial principal offices of the Corporation in the State of Utah shall be located at 3072 E. Canyon Creek, Cir., Layton, Utah 84040.

ARTICLE II – MEETINGS

- 2.1 ANNUAL MEETINGS:** The annual meeting of the members shall be held during the month of January of each year beginning with the year 2004, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. In the event that such annual meeting is omitted by oversight or otherwise during the month provided for, the Directors shall cause a meeting in lieu thereof to be held as soon thereafter as may be convenient, and any business transacted or elections held at such meeting shall be as valid as if transacted during the month designated herein for the holding of the annual meeting of members or at any adjournment of any meeting so called, such subsequent meetings shall be called in the same manner as if provided for the calling of the annual meeting of the members. Such meeting may also be called without the required advance notice if the quorum of members calling such meeting shall obtain from the members of the foundation, written waiver of notice of such meetings, and such waiver shall be attached to the minutes of annual members' meeting so called, in the corporation minute book.
- 2.2 SPECIAL MEETINGS:** Special meetings of the Members may be called at any time by the President or by a majority of a quorum of the Board of Directors, or upon written request of the Members representing at least fifty percent (50%) of the total membership.
- 2.3 NOTICE OF MEETINGS:** Notice of all Members' meetings, annual or special, shall be given by personal delivery mail or telegram and shall be given not less than fifteen (15) days nor more than sixty (60) days before the time of the meeting and shall set forth the place, date, and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each Member. Notices shall be addressed to the Member's address last appearing on the books of the Foundation or supplied by the Member. Mailed notices shall be deemed received seventy-two (72) hours after they are sent. Notices to Members may also be personally delivered and shall be deemed received upon delivery to any occupant of the Member's residence.
- 2.4 QUORUM:** The presence at any meeting in person or by proxy of fifty percent (50%) of the Members constitutes a quorum. If any meeting cannot be held because a quorum is not present, a majority of those present, either in person or

by proxy, may adjourn the meeting for a period of not more than three (3) business days to acquire the proxy or presence of a quorum of Members. If the required quorum cannot be obtained, another meeting may be called subject to the notice of requirement and the required quorum at the subsequently noticed meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any meeting of the Members at which a quorum is present may be adjourned for any reasons to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by Members representing a majority of the votes present either in person or by proxy. If after the adjournment a new date is fixed for the adjourned meeting, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

- 2.5 PROXIES:** At all meetings of Members each Member may be present in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy is revocable and automatically terminates eleven (11) months from the date of its execution unless otherwise provided in the proxy, and in all cases, such proxy shall terminate three (3) years from its date.
- 2.6 ORDER OF BUSINESS:** The order of business of all meetings of the Members shall be as follows:
- e. Call to Order, Roll Call;
 - f. Proof of Notice of Meeting or Waiver of Notice;
 - g. Reading and Approval of Minutes of Preceding Meeting;
 - h. Review Follow-Up from Prior Meetings;
 - i. Reports of Board of Directors and Officers;
 - j. Election of Members of the Board of Directors (if any are to be elected);
 - k. Unfinished Business; and
 - l. General Business
- 2.7 WAIVER OF NOTICE:** Whenever any notice is required to be given by these Bylaws, or by the Certificate of Incorporation, or by any of the Corporation laws of the State of Utah, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent thereto.

ARTICLE III – BOARD OF DIRECTORS

- 3.1 GENERAL POWERS:** Its Board of Directors shall manage the business and the affairs of the Corporation.
- 3.2 ELECTION OF BOARD OF DIRECTORS:** The Board of Directors shall be chosen by ballot at the annual meeting of members or at any meeting held in place thereof, as provided by law.

- 3.3 BOARD OF DIRECTORS AND OFFICERS:** The Board of Directors and Officers shall conduct the affairs of the Association as the board may elect or appoint in accordance with these articles and bylaws of the Association and in accordance with the recorded CC&R's, as the same may be not less than three (3), or more than five (5) Directors. Each Director shall hold office until the next annual meeting of members or until his successor shall have been duly elected and qualified.
- 3.4 POWERS OF DIRECTORS:** The Board of Directors shall have the responsibility for the entire management of the business of this Corporation in the management and control of the property, business and affairs of the Corporation, the Board of Directors is vested with all of the powers possessed by the Corporation itself insofar as this delegation of authority is not inconsistent with the laws of the State of Utah and with the Certificate of Incorporation or with these Bylaws.
- 3.5 MEETING OF DIRECTORS:** Regular meetings of the Board of Directors may be determined by vote, and is so determined, no notice thereof need be given. Meetings of the Board of Directors may be held by telephone. Special meetings of the Board of Directors may be held at any time or any place within or without the State of Utah whenever called by the President, Vice-President, Treasurer, Secretary, and Assistant Secretary or two (2) Directors, notice thereof being given to each Director by the Secretary or an Assistant Secretary or by the officer calling the meeting, or by delivering the same to him personally or telegraphing the same to him at his residence or business address not later than forty-eight (48) hours prior to the date on which the meeting is to be held. In case of emergency, the chairman of the Board of Directors or the resident may prescribe a shorter notice to be given personally or by telegraphing each Director at his residence or business address. Such special meeting shall be held at such time and place as the notice thereof or waiver shall specify. The Board of Directors shall appoint the officers of the Corporation after its election by the members, and a meeting may be held without notice for this purpose immediately after the annual meeting of members and at the same place. In this, the Board shall appoint a president, and other officers, who shall be known as the Management Committee, who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association; the Board may also appoint various committees to assist with these duties.
- 3.6 QUORUM OF DIRECTORS:** A majority of the members of the Board of Directors as constituted for the time being shall constitute a quorum for the transaction of business, but a lesser number not less than two (2) may adjourn any meeting and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the majority of the members present thereat shall decide any question brought before such meeting except as otherwise provided by law or by these Bylaws.

- 3.7 VACANCIES:** Any vacancy occurring in the Board of Directors may be filled by an affirmative vote of the majority of the remaining Directors though not less than a quorum of the Board of Directors, unless otherwise provided by law or by the Certificate of Incorporation. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.
- 3.8 COMPENSATION:** By resolution of the Board of Directors, Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.
- 3.9 PRESUMPTION OF ASSENT:** A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented in the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent of such action with the person acting as Secretary of the meeting, or the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.
- 3.10 FORMAL ACTION BY DIRECTORS:** Unless otherwise provided by law, any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all the Directors entitled to vote with respect to the subject matter thereof.
- 3.11 PERSONAL LIABILITY:** Neither Canyon Creek Subdivision, LLC or its members, nor any director of the Board or committee member of the Association shall be personally liable to any Owner, Member, or to any other person, including the Association, for any damage, loss, claim or prejudice suffered or claimed on account of any act, omission to act, or performed intentionally and with malice.

ARTICLE IV – OFFICERS

- 4.1 OFFICERS OF THE CORPORATION:** The officers of the Corporation shall be a President, a Vice-President or Vice-Presidents, as the case may be, a Secretary, and an Assistant Secretary, if so required, and a Treasurer. The Board of Directors who, when present, shall preside at all meetings of the Officers. The Officers of the Corporation shall have other such powers as the Board of Directors may, from time to time, prescribe.

- 4.2 ELIBILITY OF OFFICERS:** The President and chairman of the Board of Directors need not be members but shall be Directors of the Corporation. The Vice-President or Vice-Presidents, Secretary and/or Assistant Secretary, Treasurer, and such other officers as may be elected or appointed, need not be members or Directors of the Corporation. Any person may hold more than one office provided the duties thereof can be consistently performed by the same person; provided, however, that no person shall, at any time, hold the three (3) offices of President, Vice-President and Secretary-Treasurer.
- 4.3 ADDITIONAL OFFICERS AND AGENTS:** The Board of Directors at its discretion, may appoint a General Manager, one or more Assistant Treasurers and one or more Assistant Secretaries and such other officers or agents as may be deemed advisable and prescribe the duties thereof.
- 4.4 ELECTION AND TERM OF OFFICE:** The officers of the Corporation to be appointed by the Board of Directors shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as may be convenient. Each officer shall hold the office until his successor shall have been duly appointed and shall have qualified or until his death or until he resigns or is removed in the manner hereafter provided.
- 4.5 PRESIDENT:** The President shall be the chief executive officer of the Corporation and, when present, shall preside at all Association meetings of the members unless a member of the Board of Directors is present. The President shall also sign all bonds, deeds, mortgages, extension agreements, modification of mortgage agreements, leases and contracts of the Corporation. He shall perform all the duties commonly incident to his office and shall perform such other duties, as the Board of Directors shall designate from time to time.
- 4.6 VICE PRESIDENT OR VICE PRESIDENT(S):** Except as specifically limited by vote of the Board of Directors, any Vice-President shall perform the duties and have the powers of the President during the absence or disability of the President and shall have the power to sign all bonds, deeds and contracts of the Corporation. He shall perform such other duties and have such other powers, as the Board of Directors shall, from time to time, designate.
- 4.7 SECRETARY OR ASSISTANT SECRETARY:** The Secretary shall keep accurate minutes of all meetings of the members of the Board of Directors and shall perform such other duties and have such other powers, as the Board of Directors shall, from time to time, designate.
- 4.8 TREASURER:** The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers, and documents of the Corporation (other than his own bond, if any, which shall be in

the custody of the President), and shall have and exercise, under the supervision of the Board of Directors, all the powers and duties commonly incident to his office and shall give bond in such form and with such sureties as shall be required by the Board of Directors. He shall deposit all funds of the Corporation in such bank or banks, trust company or trust companies, or with such firm or firms doing a banking business as the Directors shall, from time to time, designate. The Treasurer may endorse for deposit or collection all checks and notes payable to Corporation or to its order, and may accept drafts or behalf of the Corporation. He shall keep accurate books of account of the Corporation's transactions which shall be the property of the Corporation and, together with all property in his possession, shall be subject at all times to the inspection and control of the Board of Directors.

Such officers(s) shall sign all checks, drafts, notes or other obligations for the payment of money or agent(s) as the Board of Directors shall, by general or special resolution, direct. The Board of Directors may also in its discretion, require by general or special resolution, that checks, drafts, notes and other obligations for the payment of money shall be countersigned or registered as a condition to their validity by such officer(s) or agent(s) as shall be directed in such resolution.

- 4.9 RESIGNATIONS AND REMOVALS:** Any Director or officer of the Corporation may resign at any time by giving written notice to the Corporation, to the Board of Directors, or to the Chairman of the Board, or to the President or Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon its acceptance by the Board of Directors.
- 4.10 VACANCIES:** If the office of any Director or Officer or other agent becomes vacant by reason of death, resignation, removal, and disqualification or otherwise, the Directors may, by vote of a majority of a quorum, choose a successor or successors who shall hold office for the unexpired term. The Association members may fill vacancies in the Board of Directors, at a meeting called for this purpose, by a vote of a simple majority of members present and those represented by proxy. Vacancies resulting from an increase in the number of Directors may be filled in the same manner.
- 4.11 SALARIES:** The Board of Directors shall fix the salaries of the officers from time to time, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.
- 4.12 MANAGEMENT COMMITTEE:** The Board of Directors, as previously outlined, shall appoint the officers of the Corporation after its election by the members. These officers shall be known as the Management Committee, and shall subject to the direction of the Board, be responsible for the day-to-day

operation of the Association; the Board may also appoint various committees to assist with these duties.

ARTICLE V – CONTRACTS, LOANS, CHECKS AND DEPOSITS

- 5.1 CONTRACTS:** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and delivery any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.
- 5.2 LOANS:** No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.
- 5.3 CHECKS, DRAFTS, ETC:** Checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall, from time to time, be determined by a resolution of the Board of Directors.
- 5.4 DEPOSITS:** Funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may, in its sole discretion, select.
- 5.5 CONFLICTS:** Nothing contained in this Article shall, in any way conflict, or in any way otherwise, hamper the duties and obligations as set forth for the Treasurer of the Corporation.

ARTICLE VI – WAIVER OF NOTICE

- 6.1** Unless otherwise provided by law, whenever any notice is required to be given to any members, or Director of the Corporation under the provisions of these Bylaws or under the Certificate of Incorporation, a waiver of notice thereof in writing, signed by the person(s) entitled to such notice, whether before or after stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VII – MISCELLANEOUS

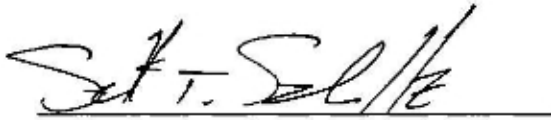
- 7.1** The Board of Directors shall have the power to fix, and from time to time, change the fiscal year of the Corporation. Unless otherwise fixed by the Board of Directors, the calendar year shall be the fiscal year.

- 7.2 The Board of Directors shall, at all times, keep themselves informed and take such steps and necessary actions as a reasonable, prudent man would do to serve the best interest of the Corporation.

ARTICLE VIII – AMENDMENTS

- 8.1 The Bylaws of the Corporation, regardless of whether made by the members or by the Board of Directors, may be amended, added to or replaced by a vote of not less than a majority of members. Each member shall have one vote.

The foregoing Bylaws were adopted by Canyon Creek Estates Homeowners Association, Inc., at a meeting of the Incorporators of said Corporation held on the 9 day of December, ~~200~~₂₀₂₀.


Secretary

HOLLIE ANNE SCHILLEMANN, a single woman

Parcel No. 11-505-0012

ALL OF LOT 12, CANYON CREEK ESTATES SUBDIVISION. CONTAINS 0.35 ACRES

SCOTT THOMAS SCHULTZ AND ERIN SUE SCHULTZ, or their successors in trust, as trustees of the Scott and Erin Schultz living trust, dated July 1, 2016, "grantees"

Parcel No. 11-505-0011

ALL OF LOT 11, CANYON CREEK ESTATES SUBDIVISION. CONT 0.29 ACRES

MATSON H. BAILEY AND JENNIFER A. BAILEY, husband and wife as joint tenants

Parcel No. 11-505-0010

ALL OF LOT 10, CANYON CREEK ESTATES SUBDIVISION. CONTAINS 0.32 ACRES

CHRIS RECORD

Parcel No. 11-505-0009

ALL OF LOT 9, CANYON CREEK ESTATES SUBDIVISION. CONTAINS 0.46 ACRES

CHRIS M. RECORD AND CATHERINE J. RECORD husband and wife as joint tenants of: 389 North Canyon Creek Circle, Layton, UT 84040

Parcel No. 11-505-0004

ALL OF LOT 4, CANYON CREEK ESTATES SUBDIVISION. CONTAINS 0.42 ACRES

CALVIN D. POTTER, JR. AND TRACY M. POTTER, HUSBAND AND WIFE, AS JOINT TENANTS

Parcel No. 11-505-0002

ALL OF LOT 2, CANYON CREEK ESTATES SUBDIVISION CONTAINS 0.33 ACRES

CORY ROBERT CHRISTENSEN AND SHAUNA FORD CHRISTENSEN, husband and wife as joint tenants

Parcel No. 11-505-0001

ALL OF LOT 1, CANYON CREEK ESTATES SUB. CONTAINS 0.32 ACRES

DANIEL R. LEININGER AND JENILEE S. LEININGER, husband and wife as joint tenants

Parcel No. 11-505-0003

ALL OF LOT 3, CANYON CREEK ESTATES SUBDIVISION CONTAINS 0.43 ACRES

ROBERT L. NIELSEN and HAE SOOK NIELSON, as co-Trustees of THE NIELSEN TRUST,
U/A dated March 28, 2017, and any trustees in succession

Parcel No. 11-505-0006

ALL OF LOT 6, CANYON CREEK ESTATES SUBDIVISION. CONTAINS 0.36 ACRES

ANDREW J. MCDERMONT

Parcel No. 11-505-0015

ALL OF LOT 5, CANYON CREEK ESTATES SUBDIVISION. CONT 0.31 ACRES LESS &
EXCEPT: BEG AT THE NE COR OF LOT 5, CANYON CREEK ESTATES SUB, SD PT
BEING ON THE S LINE OF KAY COURT (A PRIVATE ROAD) & BEING S 0°12'30" W
882.27 FT ALG THE SEC LINE & E 1112.76 FT FR THE W 1/4 COR OF SEC 24-T4N-R1W,
SLB&M; & RUN TH S 0°37'08" W 101.21 FT ALG THE E LINE TO AN ANGLE PT IN THE E
LINE OF SD LOT 5, CANYON CREEK ESTATES SUB; TH N 03°04'22" W 98.40 FT TO THE
S LINE OF KAY COURT (A PRIVATE ROAD); TH NE'LY 7.02 FT ALG THE ARC OF A
44.50 FT RAD CURVE TO THE LEFT (CENTER BEARS N 20°18'58" W & LC BEARS N
65°09'43" E 7.02 FT THROUGH A CENTRAL ANGLE OF 09°02'38") ALG THE S LINE OF
KAY COURT (A PRIVATE ROAD) TO THE POB. CONT. 0.007 ACRES TOTAL ACREAGE
0.303 ACRES