

After Recording Return To:
SEB Legal, LLC
P.O. Box 71565
Salt Lake City, UT 84171

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS and BYLAWS FOR
ALIWOOD COMMONS PLANNED DEVELOPMENT**

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Aliwood Commons Planned Development (the "Declaration") is executed on the date set forth below by Aliwood Commons PUD Owners Association (the "Association").

RECITALS

A. Real property in Davis County, Utah, known as Aliwood Commons was subjected to covenants, conditions, and restrictions pursuant to the Declaration recorded on July 16, 2014, in the Davis County Recorder's Office as Entry No. 2813339, Book 6061, Page 466-533;

B. The Declaration included Amended and Restated Bylaws of Aliwood Commons PUD Owners Association (the "Bylaws");

C. The Association desires to amend certain provisions of the Declaration and Bylaws;

D. This amendment shall be binding against the property described in EXHIBIT A and against the Declaration, and any amendment, annexation, or supplement thereto;

C. The President and Secretary of the Association certify that this Amendment to the Declaration was approved by the affirmative vote of at least two-thirds (2/3) of the Members of the Association as required by Declaration Article XI, Section 11.3 and the Amendment to the Bylaws were approved by a vote of a majority of a quorum of Members;

NOW, THEREFORE, the Association, by and through its Board of Directors ("Board"), hereby amends the Declaration and Bylaws as follows:

Declaration Article V is amended in its entirety to state as follows:

V. ASSESSMENTS

5.1 Covenant for Assessment. By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, emergency assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Lot or for any other reason. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall only be liable for six months unpaid assessments, late fees, interest, and collection costs, including attorney's fees. A successor

in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Lot to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

5.2 Annual Budget. The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the administration, management, and operation of the Association. The Board shall present the budget at the annual meeting or special meeting. The budget shall not become effective unless a majority of a quorum of Owners approve it at the meeting where the budget is presented. If the Board fails to adopt an annual budget or majority of a quorum of Owners fail to ratify the budget, the last adopted budget shall continue in effect.

5.3 Regular Assessment. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

5.4 Special Assessment. The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any budget shortfall or for any unanticipated expense. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

5.5 Individual Assessment. Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

- (a) Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;
- (b) Fines, late fees, interest, collection costs (including attorney's fees);
- (c) Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots;
- (d) Reinvestment fees; and
- (e) Any charge described as an individual assessment by the Governing Documents;

5.6 Apportionment of Assessments. Regular, special, and emergency assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

5.7 Nonpayment of Assessment. Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a late fee in an amount to be determined by the Board. Late fees may only be charged once for a

missed payment.

5.8 Application of Partial Payments. Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

5.9 Suspension of Voting Rights. If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

5.10 Lien for Assessment. All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

5.11 Enforcement of Lien. Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

5.12 Appointment of Trustee. The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Samuel E. Bell, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

5.13 Subordination of Lien. A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

Declaration Article VI shall be amended in its entirety to state as follows:

VI. MAINTENANCE

6.1 Lots and Residential Units. Except as provided below, Owners shall maintain, repair, and replace their Lot and the Residential Unit and any improvements located thereon at their expense and in accordance with the terms of the Governing Documents, including but not limited to, Section IX of the Declaration. Unless otherwise assigned to the Association below, an Owner's maintenance responsibility extends to all components of their Lot as defined in the Declaration, on the Map, and in the Community Association Act. This includes all exterior doors, including frames, casings, weatherproofing, flashing, and any other part of the door system; and windows including panes, frames, casings, flashing, weatherproofing, panes and any other part of the window system. Lots and Residential Units shall be maintained so as not to detract from the appearance of the project and to maintain the value of any other Lot. Lots and Residential Units shall be maintained to protect and preserve the health, safety, and welfare of the other Lots. Prior to maintaining, repairing, or replacing any exterior feature, an Owner must submit their plans showing color, style, materials, and shapes for approval by the Association.

The Association shall be responsible for the repair, and replacement of: the exterior surfaces of the Residential Units including stucco, brick, gutters, paint, railings, fencing and the following roof components: soffit, fascia, decking, underlayment, shingles, flashings, and attic vents. The Association shall also be responsible for the

landscaping of any lawn area located on a Lot, the cement driveways and parking spaces, and paint for the exterior doors. Owners are responsible to maintain all exterior components in a clean, sanitary manner.

(a) Party Walls. Each wall used as the dividing line between Residential Units is a party wall. Nothing in this section shall alter or limit the general rules of law regarding party walls and liability for damage due to negligence, or willful acts or omissions. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use the party wall in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, and is not a covered loss under insurance, either Owner may restore the wall and the other Owner shall contribute to the cost of restoration in proportion to the damage sustained by the Owner compared to all damage to the party wall. The right of an Owner to contribution from any other Owner for party wall costs shall be appurtenant to and run with the land and shall pass to an Owner's successor in title.

6.2 Common Area. The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas. The Association's responsibility includes snow and ice removal for all Common Area sidewalks, as well as the mowing and irrigation system repairs for all Common Area grass areas.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

6.3 Liability for Physical Damage. Any Owner or his guests, invitees, tenants, etc. that causes physical damage to any portion of a Lot, Residential Unit, or Common Area for which the Association bears the duty to maintain, repair, and replace, shall be liable for the costs associated with said maintenance, repair or replacement. All such repairs shall be made by the Association and charged to the Owner's Lot as an individual assessments.

Declaration Article VIII is amended in its entirety to state as follows:

8.1 Ownership and Use of Lots. Lots may be used for single-family residential use only. With the exception of those Owners who owned more than one Lot on the date this Amendment was recorded, no Owner may own more than one Lot located within the Property. No part of the Property shall be used, either directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purposes, other than a home office permitted under applicable zoning ordinances. No Lot shall be used, occupied, or altered in violation of law so as to jeopardize the support of any other Lot, create a nuisance or interference with the rights of any Owners, or in a way that would result in an increase in the cost of any insurance covering the Common Areas.

8.2 Cancellation of Insurance. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

8.3 Nuisance. No Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

(a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot;

(b) The storage of any item, property or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses;

(c) The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore. All rubbish and trash must be disposed of in trash containers, which may not be put out for collection prior to 8:00 p.m. the night before collection, or left out longer than 10:00 p.m. on the day of collection. All trash containers must be screened from the view of the street by storing them in the garage or behind the Residential Unit;

(d) The storage of any substance, thing or material upon any Lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

(e) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot;

(f) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

(g) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the community by other residents, their guests or invites;

(h) Too much noise in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.;

(i) Too much traffic in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.;

(j) Allowing a pet to be unleashed while outside of the Dwelling or fenced backyard;

(k) Continuous barking, meowing, or other animal noises; and

(l) Allowing your animal to urinate or defecate on a neighboring Lot or failing to clean up immediately any feces deposited by a animal on a Lot or Common Area.

8.4 Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on, or about the Property shall be subject to the following:

- (a) The parking rules and regulations adopted by the Board from time to time.
- (b) The parking of vehicles in the Property is limited to two (2) vehicles per Residential Unit, and all such vehicles must be parked in the Residential Unit's garage or parking pad located directly in front of the Residential Unit.
- (c) With the exception of a 15 minute loading and unloading period, no vehicle may be parked on the streets or along the street in front of the Residential Unit's garage and parking pad within the Property. No overnight parking for vehicles of any kind shall be allowed on any street within the Project.
- (d) No commercial or oversized vehicles shall be allowed within the Property unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, or for purposes of loading or unloading passengers or supplies (for a period of time up to 24 hours).
- (e) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot or parking space or to create an obstacle.
- (f) No resident shall repair or restore any vehicle of any kind in, or on a Lot (outside the garage), Limited Common Areas, or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- (g) No garage may be altered or used for storage in such a manner that the number of motor vehicles, which may reasonably be parked therein is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.
- (h) All vehicles parked in the Property must be operational and properly registered.

Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

8.5 Leasing of Lots. The leasing of Lots is allowed subject to the terms of this section. "Leasing" means granting the right to use or occupy a Lot to a non-owner while no Owner occupies the Lot as their primary residence. Lots owned by business entities or trusts shall be considered leased regardless of who occupies the Lot. Lease terms shall be a minimum of six (6) months (the "Lease-Term Minimum"). Weekly, nightly, transient, or any VRBO-type leasing of Lots is prohibited.

(a) Hardship Exemption. Notwithstanding the above, in order to avoid undue hardships or practical difficulties the following classes of Owners shall be exempt from the Lease-Term Minimum:

- (i) An Owner in the military for the period of the Owner's deployment;
- (ii) A Lot occupied by the Owner's parent, child, or sibling;
- (iii) An Owner whose employer has relocated the Owner for no less than two years;
- (iv) A Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - 1) A current Occupant of the Lot; or
 - 2) The parent, child, or sibling of the current Occupant of the Lot.

(b) Grandfather Exemption. Lots being leased on the date this Amendment was recorded shall be exempt from the Lease Term Minimum until:

- (i) The Owner transfers the Lot by deed;
- (ii) The Owner grants a life estate in the Lot;
- (iii) If owned by a business entity, the Owner sells or transfers more than 75% of its shares, stock, membership interests, or partnership interests within a 12 month period.

(c) Hardship and grandfathered Lots shall comply with all other provisions of this section. Hardship and grandfathered Lots shall be subject to the remedies authorized in this section for failure to comply with the restrictions herein.

(d) Lease Agreements – Required Terms. All Owners shall use and provide the Board with a copy of a written lease agreement. All lease agreements shall contain terms subjecting the Occupant to the terms, conditions, and restrictions of the Governing Documents, as amended from time to time. The Owner shall provide the tenant with a copy of the Governing Documents. In the event the Governing Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

(e) Violations of Rental Restrictions. If an Owner fails to submit the required application, fails to use and submit a copy of a written lease agreement with the required terms, and leases their Lot, or leases their Lot after the Board has denied the Owner's application, the Board may assess fines against the Owner and the Lot in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the lease agreement and eviction of any tenant.

(f) Failure to Take Legal Action. Failure by an Owner to take legal action against their Occupant who is in violation of the Governing Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against his or her Occupant for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or Occupant for any legal action commenced under this Section that is made in good faith.

(g) Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such

costs and attorney's fees against the Owner and the Lot as an assessment pursuant to this Declaration. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violations of their tenant. The Owner shall be personally liable for any violations caused by their tenant. Any assessments, fines or penalties levied under this Section shall be collectable as an assessment.

8.6 Animals. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than two domesticated dogs or cats shall be allowed as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the rules and regulations of the Association. No animal runs, kennels, or houses shall be allowed outside a Residential Unit or on Common Areas. Animal owners shall be strictly liable for any property or bodily damage done by the animal.

If a pet owner violates any of the pet rules and regulations, the Board shall have the express authority to levy fines, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the premises.

8.7 Firearms, Projectile Weapons, and Fireworks. The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited. Any use of fireworks within the Property is prohibited.

8.8 Window Coverings. Residential Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings that are white horizontal blinds or shutters, with at least 2-inch slats. Under no circumstances shall any cardboard, tinfoil, or plastic be used as window coverings in the Property. Additionally, no stickers or non-holiday decorations will be permitted in windows.

8.9 Porches. Front and back porches are required to be maintained in a clean and tidy fashion. Any outdoor furniture kept on the porches shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the aesthetic of the Property to be removed from the porches.

Porches shall not be used for storage. Examples of items prohibited from being kept on porches include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Property.

8.10 Temporary Structures, etc. No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot or Common Area at any time as a residence either temporarily or permanently, unless first approved in writing by the Board.

8.11 Repair of Residential Units. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.12 Subdivision of Lots. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot without the written

consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration.

8.13 Clothes Drying Apparatus. Outside clotheslines or other outside facilities for drying or airing clothes shall not be permanently erected, temporarily placed, or maintained on any Lot or Common Area.

8.14 Smoking and Drug Use. Smoking, including e-cigarettes and cigars, is prohibited in Common Areas, front porches, and back porches. Alcohol or other drug use is also prohibited in Common Areas.

8.15 Stoves and Fireplaces. No Living Unit shall contain any coal or wood-burning fireplace, stove, or other similar device unless the same is EPA approved. Fireplaces and stoves that are fueled by natural gas only are allowed.

8.16 Signs. No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board. The display of religious, political, or holiday signs, decorations, or symbols is permitted in accordance with rules and regulations regarding time, place, and manner determined by the Board and may be subject to change from time to time. However, no rule shall be made with respect to signs which has the effect of discriminating on the basis of religion.

8.17 Rules and Regulations. No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their tenants, guests, and invitees about the rules and shall be responsible for their tenants, guests, and invitees compliance with the rules and regulations.

8.18 Flags. A United States flag may be displayed inside a Dwelling or in Limited Common Areas as long as the display complies with United States Code, Title 4, Chapter 1, The Flag, as it may be amended from time to time.

Declaration Article IX, Section 9.6 is amended in its entirety to state as follows:

9.6 Roof-Top and Exterior Equipment. The installation of any equipment or apparatus on the roof or exterior of a Residential Unit must be approved in writing by the Board prior to any such installation. This includes, but is not limited to, satellite dishes, antennae, aerials, and solar panels. The Board may create a hierarchy of preferences for the location of such installations so as to preserve the aesthetics of the Property. No swamp-coolers shall be permitted. All exterior mechanical equipment shall be located, as approved by the Board, to minimize visibility and noise.

Declaration Article IX is amended to include a new section, which shall state as follows:

9.8 Remodeling and Other Construction. Upon written approval of plans and specifications for the improvement or alteration of a Lot, Lot Owners shall diligently pursue construction to completion of the project within a reasonable time frame, not to exceed 90 days. Construction dumpsters may not be placed anywhere on the Property without prior written consent of the Board. Any

damage done to Common Areas or neighboring Lots during the construction process will be the sole responsibility of the Owner undertaking the construction project, and such amounts may be assessed to a Unit as an individual assessment.

Declaration Article XI, Section 11.8 shall be amended in its entirety to state as follows:

11.8 Enforcement. Each Owner and resident shall comply with the Declaration, Bylaws, and rules and regulations (“Governing Documents”). Failure to comply will be grounds for the remedies provided in the Declaration and Bylaws.

(a) Remedies. The remedies for violations shall be levied against the Owner in all cases and the residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

(i) After 15-days’ notice, to enter a Lot and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

(ii) To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Community Association Act;

(iii) To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

(b) Action by Owner. An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

(c) Hearings. The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board’s procedures.

Bylaws Article I, Section 1.01 shall be amended in its entirety to state as follows:

1.01 Principal Office. The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

Bylaws Article V, Section 5.02 shall be amended in its entirety to state as follows:

5.02 Term of Office. Each Director shall serve for a term of two (2) years. Directors’ terms shall be staggered with two terms expiring in even years and one term expiring in odds years. Directors must be Members of the Association.

Bylaws Article V shall be amended by the addition of a Section 5.06 which shall state as follows:

5.06 Limitation of Liability. The Directors shall not be liable to the Owners for any mistake of

judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

Bylaws Article VIII, Section 8.01 shall be amended to add the following:

8.01 Powers. The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Corporation Act, or any other rule of law.

Bylaws Article VIII, Section 8.01 (f) shall be amended in its entirety to state as follows:

(f) designate the person authorized to receive service of process for the Association as provided in Utah Nonprofit Corporation Act, if the Association is incorporated, or as provided in the Community Association Act, and to execute and record an appropriate instrument giving notice of such appointment; and

Bylaws Article IX, Section 9.01 shall be amended in its entirety to state as follows:

9.01 Enumeration of Officers. The officers of the Association shall be a president, vice-president, secretary, and treasurer. Both the president and vice-president shall at all times be members of the Board of Directors. The Board may create other offices by resolution and shall have the authority to appoint Members of the Association as officers. Officers must be Members of the Association.

Bylaws Article X shall be amended in its entirety to state as follows:

ARTICLE X

BOOKS AND RECORDS

Members and Directors of the Association are entitled to inspect Association records in accordance with the provisions of the Utah Nonprofit Corporation Act and the Community Association Act.

Bylaws Article XI shall be amended in its entirety to state as follows:

ARTICLE XI

AMENDMENTS

11.01 Amendments. These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. In such situations, these Bylaws may be amended by a majority vote of the Owners.

11.02 Recording. Any amendment to these Bylaws shall become effective on the date it is recorded in the Davis County Recorder's Office.

Bylaws Article XII is amended in its entirety to state the following:

ARTICLE XII

MISCELLANEOUS

12.01 Fiscal Year. The fiscal year of the Association shall be the calendar year.

12.02 Conflicts. The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

12.03 Severability. If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

12.04 Waiver. No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

12.05 Captions. The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

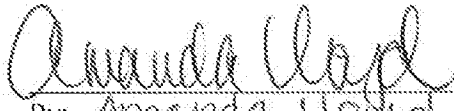
12.06 Gender, etc. Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

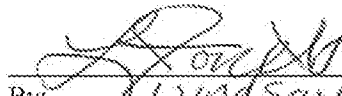
Bylaws Articles XIII and XIV have been deleted in their entirety.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Board has executed this Amendment to the Declaration and Bylaws as of the 6 day of July, 2016.

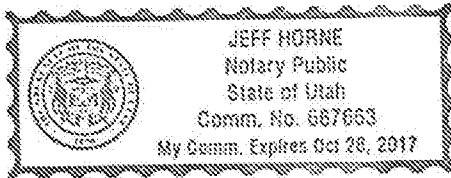
ALIWOOD COMMONS PUD OWNERS ASSOCIATION


By: Amanda Lloyd
Its: President


By: Lyndsay Jones
Its: Secretary

STATE OF UTAH)
)
County of Davis)

On the 6 day of July, 2016, personally appeared Amanda Lloyd and Lyndsay Jones who, being first duly sworn, did that say that they are the president and secretary of the Association authorized to sign this instrument and that said instrument was signed and sealed on behalf of the Association, certified that the Amendment was authorized by a two-thirds (2/3) majority vote of the Members of the Association, and acknowledged said instrument to be their voluntary act and deed.




Notary Public for Utah

EXHIBIT A
Legal Description

All Lots in the Aliwood Commons PUD, Bountiful, Utah according to the official plat thereof on file in the Davis County Recorder's Office, Utah, more particularly described as:

Lot 1	03-261-0001
Lot 2	03-261-0002
Lot 3	03-261-0003
Lot 4	03-261-0004
Lot 5	03-261-0005
Lot 6	03-261-0006
Lot 7	03-261-0007
Lot 8	03-261-0008
Lot 9	03-261-0009
Lot 10	03-261-0010
Lot 11	03-261-0011
Lot 12	03-261-0012
Lot 13	03-261-0013
Lot 14	03-261-0014
Lot 15	03-261-0015
Lot 16	03-261-0016
Lot 17	03-261-0017
Lot 18	03-261-0018
AREA	03-261-0019