

12272552
5/4/2016 10:35:00 AM \$155.00
Book - 10427 Pg - 8621-8662
Gary W. Ott
Recorder, Salt Lake County, UT
SEB LEGAL LLC
BY: eCASH, DEPUTY - EF 42 P.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HEATHERWOOD VILLAGE
A Planned Unit Development
(including Association Bylaws)

Table of Contents

RECITALS	5
ARTICLE I – DEFINITIONS.....	5
Section 1.1 Articles.....	5
Section 1.2 Assessment.....	5
Section 1.3 Association.....	6
Section 1.4 Board.....	6
Section 1.5 Bylaws.....	6
Section 1.6 Common Area.....	6
Section 1.7 Common Expenses.....	6
Section 1.8 Community Association Act.....	6
Section 1.9 Declaration.....	6
Section 1.10 Director.....	6
Section 1.11 Family.....	6
Section 1.12 Governing Documents.....	6
Section 1.13 Improvement.....	7
Section 1.14 Landscaping.....	7
Section 1.15 LARC.....	7
Section 1.16 Limited Common Area.....	7
Section 1.17 Lot.....	7
Section 1.18 Maintenance.....	7
Section 1.19 Map.....	7
Section 1.20 Member.....	7
Section 1.21 Mortgage.....	7
Section 1.22 Mortgagee.....	7
Section 1.23 Nonprofit Act.....	7
Section 1.24 Owner.....	8
Section 1.25 Person.....	8
Section 1.26 Property.....	8
Section 1.27 Residence.....	8
Section 1.28 Resident.....	8
Section 1.29 Yard.....	8
ARTICLE II – SUBMISSION AND PURPOSE.....	8
Section 2.1 Submission.....	8
Section 2.2 Purpose.....	8
ARTICLE III – EASEMENTS.....	8
Section 3.1 Utility Easements.....	8
Section 3.2 Utility Maintenance.....	9
ARTICLE IV – MAINTENANCE RESPONSIBILITY.....	9
Section 4.1 Maintenance by the Owner.....	9
Section 4.2 Maintenance by the Association.....	9
ARTICLE V – MEMBERSHIP AND ASSOCIATION.....	10
Section 5.1 Membership.....	10
Section 5.2 Voting Rights.....	10
Section 5.3 Status and Authority of Board.....	10
Section 5.4 Composition and Selection of Board.....	10
Section 5.5 Duties of the Association.....	10
Section 5.6 Powers and Authority of the Association.....	11
ARTICLE VI – USE RESTRICTIONS.....	12

Section 6.1	Use of Lots.....	12
Section 6.2	Cancellation of Insurance.....	12
Section 6.3	Nuisances.....	12
Section 6.4	Restraints on Leasing and Renting.....	13
Section 6.4.1	Hardship Exemption.....	13
Section 6.4.2	Grandfathered Exemption.....	13
Section 6.4.3	Compliance of Hardship and Grandfathered Lots.....	14
Section 6.4.4	Application and Approval of Hardship and Grandfathered Lots.....	14
Section 6.4.5	Review of Leasing/Rental Applications.....	14
Section 6.4.6	Application Form and Approval Process.....	14
Section 6.4.7	Required Terms – Lease/Rental Agreements.....	14
Section 6.4.8	Violations of Lease/Rental Restrictions.....	14
Section 6.4.9	Communications with Owner and Tenant by the Association.....	14
Section 6.4.10	Failure to Take Legal Action.....	15
Section 6.4.11	Recovery of Costs and Attorney Fees; Owner Liable.....	15
Section 6.5	Timeshares.....	15
Section 6.6	Firearms and Projectile Weapons.....	15
Section 6.7	Temporary Structures, etc.....	15
Section 6.8	Maintenance of Residence.....	15
Section 6.9	Subdivision of Lots.....	15
Section 6.10	Clothes Drying Facilities.....	16
Section 6.11	Front Porch Maintenance.....	16
Section 6.12	Off Road Vehicles.....	16
Section 6.13	Stoves, Fireplaces, Swamp Coolers.....	16
Section 6.14	Structural/Exterior Alterations.....	16
Section 6.15	Window Coverings.....	16
Section 6.16	Signs.....	16
Section 6.17	Flags.....	16
Section 6.18	Animals and Household Pets.....	17
Section 6.19	Use, Storage and Parking of Vehicles.....	17
Section 6.20	Antennas and Satellite Dishes.....	18
Section 6.21	Solar Panels.....	18
Section 6.22	Storage of Articles, Materials, or Equipment.....	18
Section 6.23	Association Rules and Regulations.....	18
ARTICLE VII –	LANDSCAPE AND ARCHITECTURAL REVIEW.....	18
Section 7.1	Landscape and Architectural Review Committee (the “LARC”).....	18
Section 7.2	Committee Membership, Appointment, and Removal.....	19
Section 7.3	Submission to Committee.....	19
Section 7.4	Approval Procedure.....	19
Section 7.5	Discretion.....	19
Section 7.6	Fees.....	19
Section 7.7	Effective Period of Approval.....	19
Section 7.8	Landscaping and Architectural Standards.....	19
Section 7.9	Building Materials.....	20
Section 7.10	Landscaping.....	20
Section 7.11	Compliance.....	20
Section 7.12	Continued Noncompliance.....	20
Section 7.13	Appeal.....	20
Section 7.14	Liability.....	20
ARTICLE VIII –	ASSESSMENTS.....	20
Section 8.1	Covenant for Assessment.....	20

Section 8.2	Annual Budget	21
Section 8.3	Disapproval of Budget	21
Section 8.4	Regular Assessment	21
Section 8.5	Special Assessments	21
Section 8.6	Emergency Assessments	21
Section 8.7	Individual Assessment	22
Section 8.8	Apportionment of Assessments	22
Section 8.9	Nonpayment of Assessment	22
Section 8.10	Application of Partial Payments	22
Section 8.11	Suspension of Voting Rights	22
Section 8.12	Lien for Assessment	22
Section 8.13	Enforcement of Lien	22
Section 8.14	Appointment of Trustee	23
Section 8.15	Subordination of Lien	23
ARTICLE IX	– ENFORCEMENT	23
Section 9.1	Power of Enforcement	23
Section 9.2	Compliance	23
Section 9.3	Remedies	23
Section 9.4	Action by Owner	24
Section 9.5	Hearings	24
ARTICLE X	– INSURANCE	24
Section 10.1	Types of Insurance Coverage	24
Section 10.2	Insurability of Property	24
Section 10.3	Insurance Company	24
Section 10.4	Premium as a Common Expense	24
Section 10.5	Insurance by Owner	24
ARTICLE XI	– DISPUTE RESOLUTION AND LIMIT ON LITIGATION	24
Section 11.1	Agreement to Avoid Costs and Limit Right	24
ARTICLE XII	– MISCELLANEOUS	25
Section 12.1	Amendment of Declaration	25
Section 12.2	Termination of Declaration	25
Section 12.3	Votes without a Meeting	25
Section 12.4	Service of Process	25
Section 12.5	Taxes on Lots	25
Section 12.6	Covenants Run with the Land	25
Section 12.7	Severability	25
Section 12.8	Waiver	25
Section 12.9	Gender	25
Section 12.10	Headings	26
Section 12.11	Conflicts	26
Section 12.12	Effective Date	26
EXHIBIT “A”	27
Legal Description	27
EXHIBIT “B”	28
Bylaws of the Heatherwood Village Home Owners Association, Inc.	28

This Declaration is made on the date executed below by Heatherwood Village Home Owners Association, Inc. after being approved by the requisite (67%) number of votes.

RECITALS

- A. Heatherwood Village is a planned unit development located in South Jordan City, Salt Lake County, Utah.
- B. Heatherwood Village is subject to a declaration of covenants, conditions and restrictions recorded May 30, 2008, as Entry No. 10440844 in the Salt Lake County Recorder's Office (Original Declaration).
- C. This Declaration replaces the Original Declaration and all of its amendments and supplements in their entirety.
- D. This Declaration shall be binding against all Lots and Common Areas within Heatherwood Village as described in "Exhibit A".
- E. Under the Original Declaration, declarant rights have expired.
- F. All owners, guests, invitees, agents, and residents shall abide by the provisions of this declaration.
- G. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in "Exhibit A" and shall be binding on and burden all parties having or acquiring any right, title or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- H. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it is entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah code Ann. 16-6a-101, et. seq.) as amended from time to time.
- I. Under the Original Declaration Section 13.2, more than 2/3rds of the voting interests of the Lot Owners at a duly constituted meeting, or by written ballot in lieu of a meeting, approved this Declaration and the By-Laws.

NOW THEREFORE, FOR THE BENEFIT OF HEATHERWOOD VILLAGE AND THE LOT OWNERS THEREOF, THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS SHALL APPLY TO AND BE BINDING UPON THE PROPERTY:

ARTICLE I – DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

Section 1.1 Articles

Articles mean the Articles of Incorporation for Heatherwood Village Home Owners Association, Inc.

Section 1.2 Assessment

Assessment means a charge imposed or levied by the association on or against a lot or a lot owner and pursuant to a governing document recorded with the county recorder.

Section 1.3 Association

Association means Heatherwood Home Owners Association, Inc., comprised of each respective Owner of a Lot in the subdivision. It is intended that the Association be a Utah non-profit corporation. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

Section 1.4 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association.

Section 1.5 Bylaws

Bylaws means the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as "Exhibit B".

Section 1.6 Common Area

Common Area shall mean all the real property and Improvements located within the Property, as shown on the official plat map for the Property, other than the Lots and Improvements thereon, and the Limited Common Area of each Lot. The Association owns all Common Areas and Improvements located thereon.

Section 1.7 Common Expenses

Common Expenses shall mean the actual and estimated expenses of maintenance, improvement, repair, operation, insurance and management of the Common Area. Common Expenses shall also include the maintenance of the Landscaping on the Limited Common Areas. Common Expenses also include the administration of the Association and a reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Declaration. Without limiting the generality of the foregoing, Common Expenses shall also include any commonly metered utility charges for Common Areas and fees paid by the Association to managers, accountants and attorneys.

Section 1.8 Community Association Act

Community Association Act shall mean Utah Code Section 57-8a-101 et. seq., as amended or replaced from time to time.

Section 1.9 Declaration

Declaration means this document as amended, supplemented, or restated from time to time.

Section 1.10 Director

Director means a member of the Board.

Section 1.11 Family

Family shall have the same meaning and effect as defined by Chapter 17.08 of the South Jordan City municipal planning and land use code.

Section 1.12 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

Section 1.13 Improvement

Improvement shall mean any structure, building, Landscaping, garage, fence, wall, or other meaningful addition or alteration constructed or added to a Lot, Common Areas, and Limited Common Areas.

Section 1.14 Landscaping

Landscaping shall mean lawn, shrubs, flowers, trees and natural foliage located or placed on either Common Areas or Limited Common Areas.

Section 1.15 LARC

LARC means the Landscape and Architectural Review Committee appointed by the Board or the Board if no committee is appointed.

Section 1.16 Limited Common Area

Limited Common Area shall mean and refer to those Common Areas designated herein or on the Map as reserved for the use of a certain Residence. Limited Common Areas include the front, side, and back Yards and any Improvements located thereon; and concrete driveways, patios, and walkways that only serve one Lot.

Section 1.17 Lot

Lot means a separately numbered parcel of property as shown on the Map. Lots shall include all utility lines and other installations exclusively serving the Lot.

Section 1.18 Maintenance

Maintenance means the basic ongoing care needed to prevent the impairment of the property and to retain the desired tone and character of the Community.

Section 1.19 Map

Map means the plat map on file with the Salt Lake County Recorder for Heatherwood Village P.U.D. subdivision recorded as entry no. 10233492 in Book 2007P at page 190, as such map may be amended or replaced from time to time.

Section 1.20 Member

Member means a Lot owner.

Section 1.21 Mortgage

Mortgage shall mean any instrument creating a lien with respect to a Lot, including a mortgage, deed of trust, or any similar agreement.

Section 1.22 Mortgagee

Mortgagee shall mean the holder of the obligation secured by a mortgage.

Section 1.23 Nonprofit Act

Nonprofit Act means Utah Code Section 16-6a-101 et. seq., as amended or replaced from time to time.

Section 1.24 Owner

Owner means the owner of the fee in a Lot. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternate arrangement.

Section 1.25 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

Section 1.26 Property

Property shall mean all the real property described in “Exhibit A” hereto, consisting of all Lots, Common Areas, and Limited Common Areas of the Community.

Section 1.27 Residence

Residence shall mean a single building designed and constructed for residential occupancy to be occupied by a Family.

Section 1.28 Resident

Resident means any Person living or staying in the Community. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

Section 1.29 Yard

Yard means the landscaped Limited Common Areas surrounding an Owner’s Lot.

ARTICLE II – SUBMISSION AND PURPOSE

Section 2.1 Submission

The Property and the Governing Documents are submitted subject to the provisions of the Utah Community Association Act. The Property is subject to the covenants, conditions and restrictions of this Declaration and shall run with the land to protect and preserve each and every part of the Property, and which shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Section 2.2 Purpose

The purpose of this Declaration is to ensure the use of the Property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the Property, and to maintain the desired tone and character of the Subdivision, and thereby to secure to each owner the full benefit and enjoyment of their Residence with no greater restriction on the free and undisturbed use of their site than is necessary to ensure the same advantages to the other Owners.

ARTICLE III – EASEMENTS

Section 3.1 Utility Easements

The Property is subject to public utility easements as shown on the Map. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, cable, fiber, or any other such utilities as they become available.

Section 3.2 Utility Maintenance

The Association shall have an easement for ingress and egress over and through all Lots and Common Areas to the extent necessary to discharge any maintenance and repair obligation set forth in this Declaration.

ARTICLE IV – MAINTENANCE RESPONSIBILITY

Section 4.1 Maintenance by the Owner

- 1) Owners shall be responsible for the maintenance for all interior and exterior surfaces of their respective Residences. Owners shall maintain and be financially responsible for the repair and replacement of driveways, walkways, steps, patios, and sprinkler systems. However, the Association may provide limited assistance, as determined by the Board, with adjusting the sprinkler timer controls.
- 2) Owners shall be responsible for individual Residence utilities, including but not limited to culinary water, sewer, television, telephone, internet, electric power and gas.
- 3) Owners shall be responsible for repairing and maintaining any fencing installed by the Owner, or previous Owner, on their Lot.
- 4) With respect to the concrete fence around the perimeter of the Property, any required repair and/or maintenance caused by the neglect or fault of the owner, their tenants, guests, or invitees shall be the responsibility of the Owner for such repairs and maintenance. Otherwise, the general maintenance and repair of the concrete perimeter fence shall be a maintenance obligation of the Association. However, the Association reserves the right to make individual assessments for expenses attributable to fence repair and replacement resulting from the neglect or fault of the Owner, their tenants, guests or invitees.
- 5) Pursuant to Article VII, the Owner must obtain prior written approval from the LARC to alter or install Landscaping or Improvements located on their Limited Common Area. Any such approval must also contain a written agreement between the Association and the Owner describing which party shall be responsible to maintain any such additions and/or improvements. The Association may condition its approval by the Owner's assuming the maintenance obligations. Should there be no written agreement, then the Owner assumes all maintenance obligations of the improvements made.
- 6) The Owner shall be responsible for the removal of any Landscaping on their Limited Common Area which has died. Additionally, the Owner may be required by the LARC to replace the removed Landscaping to maintain the aesthetic tone of the Property.
- 7) In the event that an Owner fails to fulfill their maintenance obligations as outlined, the Association may, but is not obligated to, perform the Owner's maintenance obligation and assess the cost incurred to the Owner as an Individual Assessment.

Section 4.2 Maintenance by the Association

The Association shall maintain all streets, including curbing and adjoining sidewalks, within the Property. The Association shall provide snow removal for all streets, sidewalks, driveways and front walkways.

- 1) Unless assigned to an Owner pursuant to Section 4.1 (5) above, the Association shall provide maintenance to Landscaping on Limited Common Area Yards and all other Common Areas. This shall include the maintenance of grass, trees, shrubs, and flowers.

- 2) The Association may provide winterization services to sprinkler systems in the Fall and start-up sprinkler services in the Spring.
- 3) The Association shall maintain and repair the concrete fence around the perimeter of the Property. However, certain maintenance and repairs of the concrete fence, as described in Section 4.1 (4), may be the responsibility of an individual Owner or Owners.
- 4) The Association shall maintain all Common Area lighting throughout the Property.
- 5) The Association shall maintain the Improvements located on the Common Areas of the Property.
- 6) The Association shall operate, service, maintain, repair, and/or replace the entry gates.
- 7) The Association may refuse to provide maintenance services for the Yard of a Lot Owner because of unsanitary conditions. In such situations, the Owner is not exempt from paying the full amount of their regular Assessment. Owners shall be responsible for the Yard maintenance until the unsanitary condition is resolved.
- 8) The Board, after notice and opportunity for hearing, or in the case of an emergency may immediately 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.

ARTICLE V – MEMBERSHIP AND ASSOCIATION

Section 5.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

Section 5.2 Voting Rights

Each Lot shall have one vote. Voting is governed by the Bylaws

Section 5.3 Status and Authority of Board

The Board is the governing body of the Association. It shall manage, operate, and maintain the Property and enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights, powers, and duties of the Board are governed by the Bylaws.

Section 5.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

Section 5.5 Duties of the Association

Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- 1) The Association shall accept all Owners as Members of the Association.

2) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration. Such insurance shall include, but is not limited to liability, fidelity and Director and Officer insurance in such amounts as deemed necessary by the Board.

3) The Association may employ a responsible corporation, partnership, firm, person or other entity as a managing agent to manage and control the Community, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the managing agent by the Officers. Any such managing agent shall not concurrently serve as a Member of the Board of Directors. The compensation of the managing agent shall be as specified in the management agreement negotiated by the Board. Any agreement appointing a managing agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any managing agent is an independent contractor and not an agent or employee of the Association.

Section 5.6 Powers and Authority of the Association

The Association shall have all the powers set forth in its Articles of Incorporation, this Declaration and any Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon (excluding the interior of a Residence) if for any reason the Owner fails to maintain and repair such Lot or Improvement, or for the purpose of removing any Improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration and charge the cost thereof to the Owner as an Assessment.

2) The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Officers, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

3) The Association shall have the power and authority to obtain, contract and pay for, or to otherwise provide for:

(a) Such utility services, including (without limitation) water and sewer if applicable, and any other utilities deemed by the Board to be a Common Expense (not individually metered utilities – such shall be the expense of the Owners);

(b) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable;

(c) Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

(d) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

(e) The Officers may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Officers cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), unless expressly authorized by a duly adopted resolution of the Board.

(f) In addition to the restrictions and requirements in this Declaration, the Board from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations.

ARTICLE VI – USE RESTRICTIONS

Section 6.1 Use of Lots

Lots are to be used for residential purposes only. Home businesses are allowed as long as they do not significantly increase traffic flow or have any exterior indication of a business operation. Nothing shall be done or kept in any Lot or in the Common Areas which would be a violation of statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas shall be committed by any Owner, or 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.

Section 6.2 Cancellation of Insurance

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

Section 6.3 Nuisances

No Resident shall create, maintain or permit a nuisance in, on or about the Property. 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:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot.
- 2) 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 would be noxious to the senses.
- 3) The accumulation of rubbish, unsightly debris, garbage equipment, or other things or materials so as to constitute an eyesore.
- 4) 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 in the Community.
- 5) The creation or maintenance of any noxious or offensive condition or activity in any Lot or Common Area.

6) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Residents, their guests or invitees, particularly if the police or sheriff must be called to restore order.

7) 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 invitees.

8) Excessive noise in, or about any Lot, especially after 10:00 PM and before 7:00 AM.

9) Excessive traffic in, on, or about a Lot or street, especially after 10:00 PM and before 7:00 AM.

10) Allowing a pet to be unleashed while outside of the Owner's Lot.

11) Allowing continuous barking or other loud animal noises.

12) Allowing your animal to urinate or defecate on a neighboring Lot or Common Area and failing to immediately clean up any feces deposited on a Lot or Common Area of the Property.

Section 6.4 Restraints on Leasing and Renting

The leasing/renting of Lots is prohibited. Leasing/renting 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/rented regardless of who occupies the Lot. Exemption from these restraints include hardship and grandfathered exemptions.

Section 6.4.1 Hardship Exemption

Notwithstanding the above prohibition, in order to avoid undue hardships, or practical difficulties, the following classes of Owners shall be exempt from the lease/rent prohibition:

1) An Owner in the military, for the period of the Owner's deployment.

2) A Lot occupied by the Owner's parent, child, or sibling.

3) An Owner whose employer has relocated the Owner for no more than two (2) years.

4) 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:

(a) The Owner of the Lot, or

(b) The parent, child, or sibling of the Lot Owner.

Section 6.4.2 Grandfathered Exemption

Lots under lease/rent contracts on the date this restated Declaration was recorded shall be exempt from this lease/rent prohibition until:

1) The Owner transfers the Lot by deed.

2) The Owner grants a life estate in the Lot.

3) If owned by a business entity, and the Owner sells or transfers more than 75% of its shares, stock, membership interest, or partnership interest within a twelve month period.

Section 6.4.3 Compliance of Hardship and Grandfathered Lots

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

Section 6.4.4 Application and Approval of Hardship and Grandfathered Lots

Each Owner desiring to lease/rent a Lot shall apply to the Board for approval. The application shall contain all supporting documentation necessary to prove the Owner qualifies for a hardship or grandfather exemption. The Board shall review the application and determine whether the Owner is current in payment of assessments and qualifies for a hardship or grandfather exemption. The Board shall:

- 1) Approve the application if it determines that the Owner is current in payment of assessments, qualifies for a hardship or grandfather exemption, and the lease/rental agreement complies with Section 6.4.7; or
- 2) Deny the application if it determines that the Owner is not current in payment of assessments or does not qualify for a hardship or grandfather exemption.

Section 6.4.5 Review of Leasing/Rental Applications

The Board shall review applications within fifteen (15) business days of receipt. The Board shall approve or deny an application and shall notify the Owner of the decision, and, if permission is not given, the reason for the denial within twenty (20) business days of receipt of the application.

Section 6.4.6 Application Form and Approval Process

An application for, the application and approval process, and any other rules deemed necessary by the Board to implement this section shall be established by resolution of the Board.

Section 6.4.7 Required Terms – Lease/Rental Agreements

All Owners shall use and provide the Board with a copy of the written agreement. All lease/rent 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 ten (10) calendar days of adoption by the Association, its Board, or its membership.

Section 6.4.8 Violations of Lease/Rental Restrictions

If an Owner fails to submit the required application, fails to use and submit a copy of a written lease/rent agreement with the required terms, and leases/rents their Lot, or leases/rents 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/rent agreement and eviction of any tenant.

Section 6.4.9 Communications with Owner and Tenant by the Association

In many instances it is necessary for the Association to contact the Owner and/or tenant for repairs or other concerns addressed in this Declaration. Consequently, prior to any tenant's occupancy of a

Residence, the Owner must provide to the Association the name, address and telephone number (and keep this information updated at all times) of both the Owner and the tenant.

Section 6.4.10 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 ten (10) days after delivery of written demand to do so 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.

Section 6.4.11 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 collectible as an assessment.

Section 6.5 Timeshares

Timeshares and time-sharing of Lots is prohibited. Under no circumstances shall any Lot be owned or used as a "time period unit" as defined by Utah Code Section 57-8-3(26), as amended from time to time.

Section 6.6 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or other projectile weapon, however powered, is prohibited.

Section 6.7 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.

Section 6.8 Maintenance of Residence

No Residence, upon any Lot, shall be permitted to fall into disrepair, and each such Residence shall at all times be kept in good condition and repair and properly painted or otherwise finished.

Section 6.9 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. No further covenants, conditions, restrictions or easements shall be recoded 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 is in compliance with this Declaration.

Section 6.10 Clothes Drying Facilities

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

Section 6.11 Front Porch Maintenance

Front porches are required to be maintained in a clean and tidy fashion. Any outdoor furniture kept on the front porch shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the aesthetic of the Community to be removed from the front porch. Front porches shall not be used for storage. Examples of items prohibited from being kept on front porches include, without limitation, bicycles, toys, barbecues, trash receptacles, and anything else which appears unkempt, dirty, or detracts from the appearance of the Property.

Section 6.12 Off Road Vehicles

No off road motor vehicles, including but not limited to snow mobiles, three wheelers or four wheelers may be driven on the roads, streets, footpaths, walkways, Limited Common Areas or Common Areas within the Community.

Section 6.13 Stoves, Fireplaces, Swamp Coolers

No Residence shall contain any coal or wood-burning fireplace, stove, or similar device unless the same is EPA approved. No Residence shall install or contain a swamp cooler.

Section 6.14 Structural/Exterior Alterations

No Improvements, alterations, repairs, maintenance, excavation or other work which in any way alters the exterior appearance of a Lot or any Improvements located thereon shall be made without the prior written approval of the LARC. No exterior alterations to a Residence may be performed without the prior written approval of the LARC and the appropriate governmental entity. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the LARC.

Section 6.15 Window Coverings

Residence windows, excluding transom windows, shall be covered within thirty (30) days of occupancy. No cardboard, tinfoil, newspapers, or plastic shall be used as window coverings.

Section 6.16 Signs

No signs, posters, displays or other advertising devices of any character that are in public view shall be erected or maintained on any Lot without the prior written consent of the Board. However, the display of religious, political, or holiday signs, decorations, or symbols is permitted in accordance with the rules and regulations regarding time, place and manner determined by the Board and may be subject to change from time to time. No rule shall be made with respect to signs which has the effect of discriminating on the basis of religion.

Section 6.17 Flags

A United States flag may be displayed in Limited Common Areas as long as the display complies with the United States Code, Title 4, Chapter 1, The Flag, as it may be amended from time to time. Flags supporting teams in sporting events may be displayed in Limited Common Areas in accordance with the rules and regulations of the Association.

Section 6.18 Animals and Household Pets

- 1) No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Residence, except no more than two (2) dogs, cats, or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of any dog or cat must keep such dog or cat on a leash or keep it confined within the boundaries of the Lot and no cat or dog shall be allowed to run free throughout the Property.
- 2) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or Residents within the Property. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from all Common Areas and Limited Common Areas.
- 3) If a pet Owner violates any of the Association animal 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 remove their pet from the Community.

Section 6.19 Use, 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:

- 1) The parking rules and regulations that may be adopted by the Board from time to time.
- 2) No overnight parking for vehicles of any kind shall be allowed on any street of the Property between the hours of 1:00 AM to 5:00 AM. Temporary parking is allowed on the street between the hours of 5:00 AM to 1:00 AM.
- 3) No commercial vehicle, oversized vehicle, trailer or recreational vehicle shall be allowed to park within the Property unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, or for the purposes of loading or unloading passengers or supplies for a period not in excess of twenty-four (24) hours. However, the overnight street parking limitation applies.
- 4) 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.
- 5) 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 Areas, except for emergency repairs, and then only to the extent necessary to enable movement to a proper repair facility.
- 6) No storage of vehicles of any nature is permitted in the front portion of any Lot (in front of the front set-back line of the Residence), except that a reasonable number of regularly used passenger cars, in proper working order, may be parked on the Owner's driveway.
- 7) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Lot unless such vehicle is within a garage. A vehicle is deemed in an "excessive state of disrepair" when the Board reasonably determines that its presence offends the Owners of the other Lots. If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board, the Board may have such vehicle removed

from the Property and assess the Owner the expense of such removal and any storage necessitated thereby.

8) No vehicle shall be allowed to park or drive on the sidewalk at any time.

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

Section 6.20 Antennas and Satellite Dishes

All television and radio antennas, satellite dishes or other electronic reception devices shall be completely erected, constructed and placed within the enclosed area of the Residence or garage on the Lot, or located and screened so, as much as is reasonably possible, not be visible from the street. Exterior wiring or conduits for satellite dishes or similar devices shall only be permitted on a Residence after Board approval to help ensure aesthetic consistency among the Residences. No unsightly conduits or wiring is permitted. Other exceptions must first be expressly approved in writing by the Board. Notwithstanding the foregoing, all restrictions must comply with the Federal Communications Commission's "Over the Air Reception Device Rules" and any other applicable federal laws. Notwithstanding anything herein to the contrary, any reception devices, of any kind, installed or mounted on the exterior of a Residence shall first require the prior written consent of the Board.

Section 6.21 Solar Panels

The Association shall have the right to govern the use and installation of solar panels by rule.

Section 6.22 Storage of Articles, Materials, or Equipment

No storage of articles, materials, or equipment of any nature is permitted in the front portion of any Lot (in front of the Residence set back line).

Section 6.23 Association Rules and Regulations

1) In addition to the restrictions and requirements of this Article VI, the Board from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of said Rules and Regulations.

2) 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.

ARTICLE VII – LANDSCAPE AND ARCHITECTURAL REVIEW

Section 7.1 Landscape and Architectural Review Committee (the "LARC")

It is the intent and purpose of the LARC to ensure quality of workmanship, design and materials in order to ensure harmony of exterior design with the existing Improvements and Landscaping. The LARC shall review all proposed Landscape and architectural Improvement plans to ensure that the proposed changes comply with the requirement of this Declaration.

Section 7.2 Committee Membership, Appointment, and Removal

The Board shall act as the LARC unless the Board appoints a separate committee to serve as the LARC. In the event that the Board appoints a separate committee to serve as the LARC, there shall be no fewer than three (3) members and no more than five (5) members. At least one Board member may serve as a member of the LARC. The term of office and the membership of the LARC will be determined by the Board. A majority of the members of the LARC shall have the power to act on behalf of the LARC.

Section 7.3 Submission to Committee

No Improvement or change shall be commenced, erected, placed or altered on any Residence or Lot until an application has been received and approved by the LARC. Applications must include the nature, shapes, heights, materials, colors and proposed locations of all such Improvements or changes. Applications should also include a proposed timeline showing start and finish dates.

Section 7.4 Approval Procedure

The LARC shall render its approval or denial in writing with respect to the proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be via the approved method of communication.

If the LARC fails to render its decision of approval or denial, the Owner should send notice to the Board or the LARC requesting a decision with respect to the proposal. If the Board or the LARC fails to approve or deny the Owner’s proposal within ten (10) days of receiving notice, the application shall be deemed approved.

Section 7.5 Discretion

The LARC may, at its sole discretion, deny approval of any proposal if the LARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Governing Documents. Considerations such as location, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots, and any other factors which the LARC reasonably believe to be relevant, may be taken into consideration by the LARC in determining whether or not to approve any proposal.

Section 7.6 Fees

The LARC may charge an Owner an application fee reflective of the actual costs incurred by the HOA to retain architects, attorneys, engineers, landscape architects and other consultants if necessary to advise the LARC concerning any aspect of the application or compliance with any appropriate architectural criteria or standards. Any fee assessed herein shall be collectible as an Individual Assessment pursuant to the Declaration and the Bylaws.

Section 7.7 Effective Period of Approval

The LARC’s approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the LARC. Any construction shall be continuously and diligently performed until completion.

Section 7.8 Landscaping and Architectural Standards

In deciding whether to approve plans and specifications, the LARC shall use its best judgment to ensure that all Improvements harmonize with existing surroundings and structures.

Section 7.9 Building Materials

All homes shall have masonry elevations. Masonry shall consist of brick, stone, stucco or hard plank siding in any combination covering the front, side and rear elevations. All materials and colors must be approved by the LARC.

Section 7.10 Landscaping

All Owners are responsible to ensure a fully landscaped, well maintained yard. The Board of Directors may from time to time adopt additional Landscaping rules and regulations.

Section 7.11 Compliance

The LARC may inspect from time to time all work performed and determine whether it is in substantial compliance with the approval granted. If the LARC finds that the work was not performed in substantial conformation with the approval granted, or if the LARC finds that the approval required was not obtained, the LARC shall notify the Owner of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance by a specific date.

Section 7.12 Continued Noncompliance

If an Owner does not comply with a request from the LARC within the specified period or within any extension of such period as the LARC, at its discretion, may grant; the LARC may either remove the noncompliance or otherwise remedy the noncompliance. The cost of any such action shall be assessed against and collected against the Owner as an unpaid Individual Assessment.

Section 7.13 Appeal

Any Owner adversely impacted by action of the LARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the LARC’s action and shall contain specific objections or mitigating circumstances justifying the appeal. A final conclusive decision shall be made by the Board within twenty (20) days after receipt of such appeal. The determination of the Board shall be final.

Section 7.14 Liability

Neither the LARC nor any member thereof shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the LARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The LARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

ARTICLE VIII – ASSESSMENTS

Section 8.1 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 (6) 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).

Section 8.2 Annual Budget

The Board shall prepare and adopt a budget for the Association, which the Board projects will provide for the administration, management, and operation of the Association according to the terms of the Governing Documents. The Board shall present the adopted budget to the Association Members at a meeting of the Members.

Section 8.3 Disapproval of Budget

A budget is disapproved by Members if within forty-five (45) days after the date of the meeting at which the Board presented the adopted budget:

- 1) there is a vote of disapproval by at least 51% of all the allocated voting interests of the Lot Owners in the Association; and
- 2) the vote is taken at a special meeting called for that purpose by Lot Owners under the Declaration, Articles, or Bylaws.

If a budget is disapproved as above, the budget that the Board last adopted, that was not disapproved by Members, continues as the budget until and unless the Board presents another budget to Members and that budget is not disapproved.

Section 8.4 Regular Assessment

The Association shall levy and collect a regular Assessment against each Lot to fund the budget described in Section 8.2. Notice of a new regular Assessment amount shall be sent to each Owner thirty (30) days in advance of each annual Assessment period. If the Board does not send notice of a new regular Assessment amount, the amount of the last adopted regular Assessment will remain in effect. The Association shall collect the regular Assessment on a monthly basis, by the tenth (10th) day of each month.

Section 8.5 Special Assessments

The Association may levy a special Assessment for the purpose of funding, in whole or in part, the cost of any construction, reconstruction, or repairs to the Common and Limited Common Areas. The Association may levy a special Assessment up to twenty (20%) of the budgeted annual regular Assessments without approval from the Owners. If a special Assessment exceeds twenty (20%) of the budgeted annual regular Assessments, it must be approved by sixty-seven (67%) of a quorum of Owners.

Section 8.6 Emergency Assessments

1) If for any reason the annual regular Assessments levied are, or will become, inadequate to meet all expenses incurred under this Declaration, the Board of Directors shall, as soon as possible, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies an emergency Assessment. The resolution shall specify the reason for the emergency Assessment.

2) If any emergency Assessment in the aggregate in any fiscal year would exceed an amount equal to ten percent (10%) of the budgeted annual regular Assessments of the Association for the fiscal year it may be levied only if approved by a majority of a quorum of Owners.

Section 8.7 Individual Assessment

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

- 1) Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;
- 2) Fines, late fees, interest, collection costs (including attorney's fees);
- 3) 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;
- 4) Reinvestment fees; and
- 5) Any charge described as an individual Assessment by the Governing Documents.

Section 8.8 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.

Section 8.9 Nonpayment of Assessment

Assessments not paid within ten (10) days of the payment due date (10th of the month) shall be subject to a twenty-five dollar (\$25.00) penalty. If the Assessment and penalty are not paid within thirty (30) days, then the delinquent balance shall be subject to interest at twelve percent (12%) per annum from the Assessment due date. The late payment penalty may only be charged once for the same delinquent monthly payment.

Section 8.10 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.

Section 8.11 Suspension of Voting Rights

If an Owner has a delinquent Assessment balance, the Association may suspend their right to vote.

Section 8.12 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.

Section 8.13 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.

Section 8.14 Appointment of Trustee

The Owners hereby convey and warrant, pursuant to U.C.A. Sections 57-1-20 and 57-8a-402, to the attorney of the Association, 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.

Section 8.15 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 six (6) months of Assessments, late fees, and penalties.

ARTICLE IX – ENFORCEMENT

Section 9.1 Power of Enforcement

Enforcement shall be accomplished by any lawful means, including an action at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain violation or recover damages. In the event a legal action is instituted by the Association to enforce compliance with or due to a breach of any of the provisions of this Declaration, the party found to have violated any provision(s) of this Declaration shall be liable to the prevailing party for the prevailing party's legal costs and expenses, including reasonable attorney's fee. Notwithstanding the foregoing, no liability of any nature at all shall attach to the Association, or any member thereof, in acting in good faith pursuant to the provisions of this Declaration.

Section 9.2 Compliance

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

Section 9.3 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:

- 1) After fifteen (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. Nothing in this section shall in any manner limit the right of the Owner to exclusive control over the interior of his or her Residence;
- 2) To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Community Association Act;
- 3) To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners;
- 4) To foreclose an Association's lien on an Owner's Lot.

Section 9.4 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.

Section 9.5 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.

ARTICLE X – INSURANCE

Section 10.1 Types of Insurance Coverage

To the extent reasonably available, the Association shall obtain the following insurance coverage:

- 1) Public Liability for the Common Areas
- 2) Property, fire, and extended hazard for all Common Areas
- 3) Directors and Officers in an amount not less than one million dollars (\$1,000,000.00)
- 4) Fidelity Bond in an amount not less than the reserves and operating cash of the Association

Section 10.2 Insurability of Property

The Board may adopt insurance rules and policies to maintain the insurability of the Property, keep the premiums reasonable, and enforce responsibilities of the Owners.

Section 10.3 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

Section 10.4 Premium as a Common Expense

The premiums for the Association’s insurance policies shall be a Common Expense.

Section 10.5 Insurance by Owner

Each Owner shall insure their Lot, home, and personal property.

ARTICLE XI – DISPUTE RESOLUTION AND LIMIT ON LITIGATION

Section 11.1 Agreement to Avoid Costs and Limit Right

The Association, Owners, and all persons subject to this Declaration, agree to encourage the amicable resolution of disputes involving the Property, including without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, Bylaws, or the Association rules. This provision is not intended to create any mandatory procedures for claim resolution, including mediation, and in no way limits parties from filing suit in any court or initiating any proceeding before an administrative tribunal.

ARTICLE XII – MISCELLANEOUS

Section 12.1 Amendment of Declaration

Any amendment to this Declaration must be approved by the affirmative vote of at least sixty-seven percent (67%) of the total votes in the Association. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines.

Section 12.2 Termination of Declaration

Owners representing seventy-five percent (75%) or more of the total votes must approve a termination of the Declaration.

Section 12.3 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws.

Section 12.4 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce. If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

Section 12.5 Taxes on Lots

Each Lot is subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against him or his Lot.

Section 12.6 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

Section 12.7 Severability

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

Section 12.8 Waiver

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

Section 12.9 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

Section 12.10 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

Section 12.11 Conflicts

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control

Section 12.12 Effective Date

The Declaration and any amendments take effect upon recording in the Salt Lake County Recorder's Office.

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers.

DATED: May 2, 2016

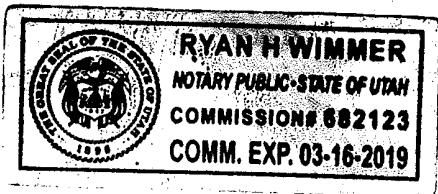
Heatherwood Village Home Owners Association, Inc.

By: Wendell Hall
Its: HOA President

By: Callie Larsen
Its: Secretary

STATE OF UTAH)
County of Utah)

On this 2 day of May, 2016, personally appeared before me Wendell Hall and Callie Larsen who being by me duly sworn, did say that they are the President and Secretary of the Association authorized to execute this Declaration and did certify more than 2/3rds of the voting power of the Lots approved this Declaration.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Legal Description

All Lots in the Heatherwood Village P.U.D. as shown on the official plat map thereof on record in the Salt Lake County Recorder's Office, Utah.

Type	Lot / Quarter	Parcel Number	Obsolete?
L	1	27-22-206-029-0000	N
L	2	27-22-253-001-0000	N
L	3	27-22-253-002-0000	N
L	4	27-22-253-003-0000	N
L	5	27-22-253-004-0000	N
L	6	27-22-253-005-0000	N
L	7	27-22-253-006-0000	N
L	8	27-22-253-007-0000	N
L	9	27-22-253-008-0000	N
L	10	27-22-253-009-0000	N
L	11	27-22-253-010-0000	N
L	12	27-22-253-011-0000	N
L	13	27-22-253-017-0000	N
L	14	27-22-253-016-0000	N
L	15	27-22-253-015-0000	N
L	16	27-22-253-014-0000	N
L	17	27-22-253-013-0000	N
L	18	27-22-253-012-0000	N
L	19	27-22-206-045-0000	N
L	20	27-22-206-044-0000	N
L	21	27-22-206-043-0000	N
L	22	27-22-206-042-0000	N
L	23	27-22-206-041-0000	N
L	24	27-22-206-040-0000	N
L	25	27-22-206-039-0000	N
L	26	27-22-206-038-0000	N
L	27	27-22-206-037-0000	N
L	28	27-22-206-036-0000	N
L	29	27-22-206-035-0000	N
L	30	27-22-206-034-0000	N
L	31	27-22-206-033-0000	N
L	32	27-22-206-032-0000	N

Type	Lot / Quarter	Parcel Number	Obsolete?
L	33	27-22-206-031-0000	N
L	34	27-22-206-030-0000	N
L	35	27-22-206-016-0000	N
L	36	27-22-206-017-0000	N
L	37	27-22-206-018-0000	N
L	38	27-22-206-019-0000	N
L	39	27-22-206-020-0000	N
L	40	27-22-206-021-0000	N
L	41	27-22-206-022-0000	N
L	42	27-22-206-023-0000	N
L	43	27-22-206-024-0000	N
L	44	27-22-206-025-0000	N
L	45	27-22-206-026-0000	N
L	46	27-22-206-027-0000	N
L	47	27-22-206-028-0000	N
L	48	27-22-206-046-0000	N
L	49	27-22-206-047-0000	N
L	50	27-22-206-048-0000	N
L	51	27-22-206-049-0000	N
L	52	27-22-206-050-0000	N
L	53	27-22-206-051-0000	N
L	54	27-22-206-052-0000	N
L	55	27-22-206-053-0000	N
L	56	27-22-206-054-0000	N
L	57	27-22-206-055-0000	N
L	58	27-22-253-018-0000	N
L	59	27-22-253-019-0000	N
L	60	27-22-253-020-0000	N
L	61	27-22-253-021-0000	N
L	62	27-22-253-022-0000	N
L	63	27-22-253-023-0000	N
L	AREA	27-22-206-056-0000	N

EXHIBIT "B"

Bylaws of the Heatherwood Village Home Owners Association, Inc.

AMENDED AND RESTATED
BYLAWS
OF
HEATHERWOOD VILLAGE
HOME OWNERS ASSOCIATION, INC.
(A Planned Unit Development)

Table of Contents

ARTICLE I – PLAN OF ADMINISTRATION	3
Section 1.1 Name and Location	3
Section 1.2 Principal Office	3
Section 1.3 Purposes	3
Section 1.4 Applicability of Bylaws	4
Section 1.5 Incorporation of the Association	4
Section 1.6 Composition	4
Section 1.7 Definitions.....	4
ARTICLE II – ASSOCIATION MEETINGS AND VOTING PROCEDURES	4
Section 2.1 Place of Meeting	4
Section 2.2 Conduct of Meetings.....	4
Section 2.3 Quorum	5
Section 2.4 Annual Association Meeting.....	5
Section 2.5 Special Association Meetings	5
Section 2.6 Notice of Meetings.....	5
Section 2.7 Voting	5
Section 2.8 Good Standing	5
Section 2.9 Proxies.....	6
Section 2.10 Mail-in Ballots	6
Section 2.11 Written Consent in Lieu of Vote.....	6
Section 2.12 Binding Vote.....	6
Section 2.13 Record Date	6
ARTICLE III – BOARD OF DIRECTORS	6
Section 3.1 Number and Qualifications	6
Section 3.2 Selection and Terms of Directors.....	6
Section 3.3 Vacancies	7
Section 3.4 Removal of Directors	7
Section 3.5 Compensation	7
Section 3.6 Limitation of Liability.....	7
ARTICLE IV – NOMINATION AND ELECTION OF DIRECTORS	7
Section 4.1 Nomination	7
Section 4.2 Nominating Committee.....	8
Section 4.3 Election	8
ARTICLE V – MEETINGS OF DIRECTORS	8
Section 5.1 Organization Meeting	8
Section 5.2 Regular Meetings	8
Section 5.3 Special Meetings	8
Section 5.4 Conduct of Meetings.....	8
Section 5.5 Quorum	8
Section 5.6 Waiver of Meeting Notice.....	8
Section 5.7 Action without a Meeting	9
Section 5.8 Open Meetings	9
Section 5.9 Executive Sessions.....	9
Section 5.10 Meetings by Telephonic or Electronic Communication	9

Section 5.11	Notice to Owners of Board Meetings.....	9
ARTICLE VI – POWERS, RIGHTS, AND DUTIES OF THE BOARD		10
Section 6.1	General Powers and Duties	10
Section 6.2	Specific Powers.....	10
Section 6.3	Specific Duties.....	10
Section 6.4	Manager	12
ARTICLE VII – OFFICERS		12
Section 7.1	Designation and Qualifications.....	12
Section 7.2	Election and Term of Officers	12
Section 7.3	Duties of Officers.....	12
Section 7.4	Delegation of Duties	13
Section 7.5	Indemnification of Officers and Directors	13
ARTICLE VIII – NOTICE		13
Section 8.1	Manner of Notice	13
Section 8.2	Waiver of Notice.....	13
ARTICLE IX – FINANCES.....		13
Section 9.1	Fiscal Year	13
Section 9.2	Checks, Contracts and Agreements.....	13
Section 9.3	Availability of Records.....	14
ARTICLE X – AMENDMENT TO BYLAWS.....		14
Section 10.1	Amendments	14
Section 10.2	Recording.....	14
ARTICLE XI – MISCELLANEOUS		14
Section 11.1	Conflicts.....	14
Section 11.2	Severability	14
Section 11.3	Waiver.....	14
Section 11.4	Captions	14
Section 11.5	Gender, etc.	15

ARTICLE I – PLAN OF ADMINISTRATION

Section 1.1 Name and Location

These are the Amended and Restated Bylaws of Heatherwood Village Home Owners Association, Inc. The Association is a community of single-family Lot Owners that are subject to an Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

Section 1.2 Principal Office

The principal office of the Association shall be in a location as determined from time to time by the Board.

Section 1.3 Purposes

This Association is organized for the purpose of maintaining and administrating the Common Areas, collecting and disbursing the Assessments and charges provided for in the Governing Documents, and otherwise administrating, enforcing, and carrying out the terms, covenants, and restrictions of the Association’s Governing Documents.

Section 1.4 Applicability of Bylaws

The provisions of these Bylaws are binding upon the Association and the Lot Owners. All present and future Lot Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Lot constitutes an acknowledgment that the Lot Owner has agreed to and ratified these Bylaws and will comply with them.

Section 1.5 Incorporation of the Association

The Association is incorporated under the Utah Revised Nonprofit Corporation Act.

a) These Bylaws shall be consistent with the Articles of Incorporation and the Amended and Restated Declaration of Covenants, Conditions and Restrictions, and these Bylaws shall constitute the Bylaws of the incorporated Association.

b) In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated Association of the same name. In that event, all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated Association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any such successor unincorporated Association shall be governed by the Articles of Incorporation and Bylaws of the incorporated Association as if they had been made to constitute the Governing Documents of the unincorporated Association.

Section 1.6 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. The Board, on behalf of the Owners, shall administer the Association's affairs, except for matters specifically reserved for a vote of the Owners by the Governing Documents.

Section 1.7 Definitions

The terms used in the Bylaws shall have the same definition as given them in the Declaration, unless otherwise specifically stated.

ARTICLE II – ASSOCIATION MEETINGS AND VOTING PROCEDURES

Section 2.1 Place of Meeting

The Association shall hold Owner meetings at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

Section 2.2 Conduct of Meetings

The Board President or Vice President shall conduct all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

Section 2.3 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

Section 2.4 Annual Association Meeting

A meeting of the Members of the Association shall be held once per year. The Board shall determine the date, time, and place of the annual meeting. At the annual Association meeting, the Board shall conduct the following business:

- a) Roll call and certification of proxies;
- b) Proof of notice of meeting or waiver of notice;
- c) Reading of minutes of preceding meeting;
- d) Reports of officers;
- e) Reports of committees, if any;
- f) Review of reserve study;
- g) Unfinished business from preceding annual meeting;
- h) New business;
- i) Election of Directors; and
- j) Adjournment

Section 2.5 Special Association Meetings

Special Association meetings may be held at any time for any purpose. It may be called by a majority of the Directors or upon petition of at least thirty-three percent (33%) of the Owners in good standing. The Association shall schedule and send notice of a special meeting within thirty (30) days of the request. No business may be transacted at a special meeting except that stated in the notice.

Section 2.6 Notice of Meetings

Notice of each meeting of the Members shall be given by either mailing a copy of such notice via first-class mail, or sending it by electronic communication means, at least fifteen (15) days in advance of the meeting. The notice shall specify the place, day, hour of the meeting, and the purpose of the meeting. The notice shall be sent to each Member entitled to vote thereat, using the Member's last address provided to the Association or to the electronic communication address last provided to the Association.

Section 2.7 Voting

Each Lot shall have one vote. If a Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Lot shall be cast by agreement of a majority of the Owners. If a Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all a Lot's Owners when a vote is cast by a Lot with multiple Owners.

Section 2.8 Good Standing

An Owner shall be in good standing if he has paid Assessments levied against his Lot, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three (3) days prior to the meeting or action.

Section 2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of eleven (11) months.

Section 2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

Section 2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

Section 2.12 Binding Vote

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

Section 2.13 Record Date

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

ARTICLE III – BOARD OF DIRECTORS

Section 3.1 Number and Qualifications

The affairs of the Association shall be governed by a Board of Directors composed of five (5) Lot Owners in good standing.

Section 3.2 Selection and Terms of Directors

- a) Nomination to the Board of Directors and election shall be as specified in Article IV below.
- b) All Directors shall hold office until their respective successors have been elected by the members or a replacement is appointed by the Board of Directors.

c) Directors shall serve staggered terms of two years. If the Directors terms become non-staggered (i.e. after removal of an entire Board), the initial term (one (1) or two (2) years) of each new Director shall be decided by vote of the newly elected Directors at the organizational meeting. There is no limit on the number of terms a Director may serve.

Section 3.3 Vacancies

Vacancies on the Board, caused by any reason other than the removal of a Director by a vote of the Association, shall be filled for the balance of the term of each Directorship by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected upon expiration of the term for which the person was elected by the other Directors to serve.

Section 3.4 Removal of Directors

a) A Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least fifteen (15) day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

b) Any Director who allows his Assessments to become more than ninety (90) days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director ten (10) day written notice to cure the default prior to voting to remove the Director.

c) Any Director who is absent from three (3) consecutive regular meetings of the Board may be removed and replaced by vote of a majority of the Board. The vacancy shall be filled as provided in Section 3.3 above.

Section 3.5 Compensation

No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 3.6 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.

ARTICLE IV – NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination

Nomination for election to the Board of Directors shall be made by a nominating committee. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies.

Section 4.2 Nominating Committee

The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors; and two (2) or more members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4.3 Election

Election to the Board of Directors shall be by written ballot. At the election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V – MEETINGS OF DIRECTORS

Section 5.1 Organization Meeting

The Directors shall hold a meeting following the annual Owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted within seven (7) days of the annual meeting.

Section 5.2 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least four (4) regular meetings per year. Notice of regular meetings shall be given to each Director at least five (5) days prior to the meeting.

Section 5.3 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three (3) days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

Section 5.4 Conduct of Meetings

The President or Vice-president shall conduct all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

Section 5.5 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave.

Section 5.6 Waiver of Meeting Notice

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

Section 5.7 Action without a Meeting

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, or electronically. The Association shall file the written consents with its record of minutes.

Section 5.8 Open Meetings

Except as provided in Section 5.10 of this Article, all meetings of the Board shall be open to Lot Owners. At each meeting, the Board shall provide each Lot Owner a reasonable opportunity to offer comments. The Board may limit the comments of the Lot Owners to one specific time period of the meeting. However, no Owner shall have a right to participate in the Board Meeting, unless the Owner is also a member of the Board. The President shall have the authority to exclude an Owner who disrupts, or interrupts, the proceedings at a Board Meeting.

Section 5.9 Executive Sessions

a) The Board may close a meeting for an executive session 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; or
- 5) discuss a delinquent assessment or fine.

b) Executive Session Procedure

1) Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the President or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

Section 5.10 Meetings by Telephonic or Electronic Communication

In the event of an emergency, meetings of the Board of Directors may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Board of Directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

Section 5.11 Notice to Owners of Board Meetings

a) At least forty-eight (48) hours before a meeting, the Association shall give written notice of the meeting via email to each Lot Owner who requests notice of a meeting, UNLESS:

- 1) Notice of the meeting is included in a meeting schedule that was previously provided to the Lot Owner, or
- 2) The meeting is to address an emergency and each Board Member receives notice of the meeting less than forty-eight (48) hours before the meeting.

ARTICLE VI – POWERS, RIGHTS, AND DUTIES OF THE BOARD

Section 6.1 General Powers and Duties

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 Act, or any other rule of law.

Section 6.2 Specific Powers

- a) Adopt and publish rules and regulations governing the use of the Common Area, including any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- b) Suspend the voting rights and right to use of any recreational facilities located on any Common Area of a member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration.
- c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- d) Employ an independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

Section 6.3 Specific Duties

In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the duty to:

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such a statement is requested in writing by twenty-five percent (25%) of the members who are entitled to vote;
- b) Supervise all officers and agents;
- c) Prepare and adopt the amount of the regular Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Send notice of a new regular Assessment amount to every Owner at least thirty (30) days in advance of each annual Assessment period. If the Board does not adopt a new regular Assessment, the amount of the last adopted regular Assessment will continue to remain in effect until a new notice is sent.
- d) Procure and maintain adequate liability and hazard insurance on property owned by the Association or maintained by the Association if required by the Declaration or any supplemental declaration annexing additional property to the Community.

- e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.
- f) Cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration or any supplemental declaration annexing Additional property to the Community.
- g) Establish and maintain the financial accounts of the Association.
- h) Prepare and adopt a budget for payment of all Common Expenses of the Association, and institute and maintain a system for payment, which shall require a sufficient number of signatories or approvals thereon as may be reasonably necessary to prevent any misuse of the Association's funds.
- i) Prepare and distribute annual financial statements for the Association to each Owner.
- j) At least annually, cause the review of the insurance coverage of the Association as provided in the Declaration.
- k) File the annual report with the Utah Secretary of State, Department of Corporations and Commercial Code.
- l) Prepare or cause to be prepared and filed any required income tax returns or forms.
- m) In the Boards' discretion, appoint a Landscape and Architectural Review Committee, as provided in the Declaration; and a nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purposes and employees of this Association, and to see that their duties are properly performed.
- n) Hire, contract for, and terminate personnel or contractors necessary for the administration of Association business. Purchase supplies, equipment and materials for use in the Association.
- o) File lawsuits or initiate other legal proceedings on behalf of the Association.
- p) Defend lawsuits, administrative actions, and other legal proceedings against the Association.
- q) Pay costs of any services rendered to the Property, Association, or multiple Owners, but not billed to the Owners individually.
- r) Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books.

- s) Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act.
- t) Any act allowed or required to be done in the name of the Association.

Section 6.4 Manager

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents.

ARTICLE VII – OFFICERS

Section 7.1 Designation and Qualifications

- a) Designation. The principal officers of the Association shall be president, vice-president, treasurer, and secretary.
- b) Qualifications. The president, vice-president and treasurer shall be members of the Board. The Board may appoint and/or dismiss assistant officers and secretaries who are not members of the Board as it deems necessary.
- c) Multiple Offices. Except for the president, the same person may hold two offices.

Section 7.2 Election and Term of Officers

Officers of the Association shall be elected by the Board and shall serve until their successor is elected. The Board may remove any officer with or without cause by affirmative vote of a majority of the members of the Board. If an officer is removed, the Board shall replace that officer with another person. An officer may resign at any time by giving written notice to the Board or the president of the Board.

Section 7.3 Duties of Officers

- a) President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and shall have all of the general powers and duties which are usually vested in the office of president of an association. He shall see that the resolutions and policies of the Association are executed. He shall be an unofficial member of all committees.
- b) Vice-president. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. If both the president and vice-president are unable to act, the Board shall appoint a Director to fulfill their duties on an interim basis.
- c) Treasurer. The treasurer shall oversee the finances of the Association and be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at the regular Board meetings and at the annual Owner's meeting.

d) Secretary. The secretary shall take minutes of all meetings, and make a record of all resolutions, rules, policies, and procedures approved by the Board.

Section 7.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to a committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

Section 7.5 Indemnification of Officers and Directors

Each officer and director of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a part by reason of being or having been a director or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the director or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE VIII – NOTICE

Section 8.1 Manner of Notice

The preferred manner for all Association related Owner correspondence, including but not limited to communications required under the Governing Documents, will be via e-mail to an Owner’s e-mail address as designated by the Owner. If an Owner wishes to receive Association-related correspondence via first-class mail, they must make a written request to the Association. The Association may also send notice via the following methods: hand delivery by a member of the Board to an Owner, delivery by professional courier service to the address of the Lot or to any other address designated by the Owner or by First-class U.S. mail.

Section 8.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an Owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

ARTICLE IX – FINANCES

Section 9.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

Section 9.2 Checks, Contracts and Agreements

Although the Association may delegate certain responsibilities to its manager as indicated in Section 6.4, officers of the Association are responsible to oversee and ensure that the duties so delegated are being properly discharged including approval of expenditures by check or obligations incurred by contract or agreement.

The Association manager may execute all checks, and other instruments, used to pay obligations incurred. The treasurer shall approve by e-mail all expenditures up to three thousand dollars (\$3,000.00) before mailing. All checks above three thousand dollars (\$3,000.00) shall be approved by the president and the treasurer before mailing.

Section 9.3 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

ARTICLE X – AMENDMENT TO BYLAWS

Section 10.1 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. These Bylaws may also be amended by a majority vote of the Owners.

Section 10.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Salt Lake County Recorder’s Office.

ARTICLE XI – MISCELLANEOUS

Section 11.1 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.

Section 11.2 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.

Section 11.3 Waiver

No restriction, condition, obligation, or provision contained in these Bylaws, or rules and regulations adopted pursuant hereto, shall be deemed to have been abrogated or waived by the Association by reason of failure to enforce same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

Section 11.4 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.

Section 11.5 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.

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers.

DATED: May 2, 2016

Heatherwood Village Home Owners Association, Inc.

J Wendell Hall
By: J Wendell Hall
Its: HOA President

Callie Larsen
By: Callie Larsen
Its: Secretary

STATE OF UTAH)
County of UTAH) :s

On this 2 day of May, 2016, personally appeared before me Wendell Hall and Callie Larsen who being by me duly sworn, did say that they are the President and Secretary of the Association authorized to execute this Declaration and did certify more than 2/3rds of the voting power of the Lots approved this Declaration.



[Signature]
NOTARY PUBLIC