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REVISED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COUNTRY OAKS CONDOMINIUM

This Revised and Amended Declaration of Covenants, Conditions, and Restrictions for Country Oaks Condominium (“Amended Declaration”) is made and executed in Davis County, Utah, this 20th day of the month of April, 2017 by the Board of Directors (“Board”) of the Country Oaks Condominium Homeowners Association Incorporated (“The Association”) pursuant to the provisions of the Utah Condominium Ownership Act (“Act”), title 57 Real Estate, Chapter 8, (Utah code C57-8) as amended, after it has been consented to by at least two thirds of the ownership interest of The Association pursuant to Section 25.1 of the Prior Declaration (as hereinafter defined.)

RECITALS

This Revised and Amended Declaration of Covenants, Conditions, and Restrictions for the Country Oaks Condominium replaces that Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Country Oaks Condominium recorded August 21, 2012, as Entry No. 2681324 in the records of the Davis County Recorder (the “Prior Declaration”), and all prior governing Declarations and Bylaws of The Association and to be the sole surviving set of Covenants, Conditions, and Restrictions for the Country Oaks Condominium, with the revised and amended Bylaws of The Association included as part of this Amended Declaration.

The original articles of incorporation of The Association, on file with the state of Utah, and the original Plat maps showing the 13 phases of the development of the property of the Country Oaks Condominium, as recorded in the Davis County Recorder’s office are not changed or amended by this Amended Declaration.

This condominium project is fully developed, with no property remaining to be transferred from the original developers, or from The Association, to individual Unit Homeowners.

REVISED DECLARATION

ARTICLE I

NAME OF THE CONDOMINIUM

- 1.1 The name by which the condominium property is and shall be known is “Country Oaks Condominium.”

ARTICLE II

NAME OF THE HOMEOWNERS ASSOCIATION

- 2.1 The name of the association of Owners of the Country Oaks Condominium is, and shall be, “Country Oaks Condominium Homeowners Association, Inc.,” which is registered as a Utah nonprofit corporation and organized as the governing entity of the Country Oaks Condominium, charged with the responsibility to manage and maintain the common areas and facilities thereof. In this document, it may simply be referred to as “The Association.”

ARTICLE III

DEFINITIONS

- 3.1 “Act” shall mean and refer to the Condominium Ownership Act, Utah code C57-8, as amended from time to time. That act takes precedence over any and all provisions of this revised Declaration, of The Association’s Bylaws and any Rules and Regulations established by the Board. Other State laws, such as the Nonprofit Corporation Act, also take precedence and govern the actions of the Board and the members of The Association. The Association is also required to register with the Utah Homeowner Associations Registry. The provisions of the Act apply to this condominium property and to the Country Oaks Condominium Homeowners Association, whether or not some of those provisions are restated in this Declaration.
- 3.2 “Board,” or “Board of Directors,” shall mean and refer to the Board of Directors of The Association, duly elected or appointed according to the Bylaws of The Association. Said Board is charged with the fiduciary responsibility of The Association and shall have the responsibility and authority to enter into contracts and to make and enforce reasonable rules and regulations as required to accomplish its duties and to maintain the safety,

durability, fidelity, and fiscal integrity of the Country Oaks Condominium and The Association.

3.3 “Common Areas and Facilities,” or simply “Common Area,” shall mean and refer to:

- (a) The Property as described in Article IV herein, including the roads, curbs, sidewalks, garage entry pads, street lights, and vegetation located thereon, but excluding the Units as defined below.
- (b) All building foundations, columns, girders, beams, supports, load bearing walls, roofs, exterior walkways, exterior concrete pads, parking areas, streets, curbs, sprinkler system, main electrical lines, main culinary water lines, main sewer lines, structural support portions and steps or stairways of decks and balconies, street lights, the RV Storage Lot and the sheds therein, and the associated features.
- (c) All fences installed by the original developers or, subsequently, by The Association or its representatives.

All Owners, since they have an undivided interest in the Common Area, are allowed access to the Common Area, especially the land portion thereof, and Board members, property managers, and other persons or agencies properly engaged in repair, replacement, and maintenance of the Common Area also have access to the Common Area and facilities.

3.4 “Common Expenses” shall mean and refer to all expenses of administration, maintenance, repair, renovation, replacement, and/or improvement of features of the Common Area and facilities when those are not paid for through the Reserve Fund.

3.5 “The Condominium Property” or “The Property” shall mean and refer to the total area included in the Plat maps for the 13 phases of the Condominium Project and all of the buildings and other facilities built thereon.

3.6 “Limited Common Areas” shall mean and refer to structures such as doorsteps, porches, decks, concrete pads, and other patios that are intended for the use of a certain unit to the exclusion of all other units. Limited common areas shall also include vinyl cladding of residential buildings and garages when that cladding has been installed by Unit Owners with permission of the Board.

Each Unit Owner, or Owners, is hereby granted an irrevocable license to occupy and use the Limited Common Areas adjacent to their Units which are intended for the exclusive use of that Owner or Owners, subject to the limitations placed by this Declaration, the Bylaws, and the Rules and Regulations on the care and uses of those areas.

- 3.7 “Owner” or “Unit Owner” shall mean and refer to the person, persons, trustee, trustees, or entity owning a Unit and an undivided equal share of the Common Area in fee simple.
- 3.8 “Phase,” “Unit Number,” and “Land Serial Number” refer to the legal descriptions of the Units as recorded at the Davis County Recorder’s Office. These terms are used in the legal descriptions of the Units in the Property in Appendix A.
- 3.9 “Reserve Analysis” means an analysis to determine the need to accumulate reserve funds and to estimate the appropriate amounts of money to be assigned to the Reserve Fund. A Reserve Analysis shall include: (1) a list of the components of the Condominium Property that will reasonably require reserve funds; (2) a statement of the probable remaining useful life, as of the date of the Reserve Analysis, of each component identified in the analysis; (3) an estimate of the cost to repair, replace, or restore each component identified in the analysis along with an estimate of when that repair, replacement, or restoration will be required; (4) an estimate of the total annual contributions to the Reserve Fund necessary to meet the projected costs of the repairs, replacements, or restorations as they will be required; (5) a projection and recommendation of the amounts of funds to be included in the Reserve Fund Line Item of the annual budget for the current fiscal year and for at least two more fiscal years.
- 3.10 “Reserve Fund Expenses” shall mean and refer to those expenditures that are prescheduled in the Reserve Analysis to be used to repair, renovate, replace, or improve features of the Common Property that will have a useful remaining life of from 3 to 30 years. Reserve Funds may not be used to pay for daily, monthly, or yearly expenses associated with administration or for routine maintenance, including landscape work and sprinkler operations and maintenance.
- 3.11 “Single family residence” means a structure maintained and used as a single dwelling unit that has direct access to a street and does not share heating facilities, cooling facilities, or hot water equipment with another dwelling unit.
- 3.12 “Unit” shall mean and refer to that part of The Property for which an Owner or Unit Owner has received a deed or title in fee simple, and shall include the elements of The Property which are not owned in common with the Owners of other Units. However, the Unit may not be owned independent of an equal interest in the common area. The definition of a unit shall include the following:
- (a) Walls, Floors, and Ceilings: Each Unit shall include the airspace enclosed and bounded by the horizontal and vertical planes shown on the Plat, and all other fixtures and improvements within such boundaries shall be part of the Unit. The vertical boundaries of each Unit shall be the interiors of the unfinished walls located at the perimeter lines of the respective Units as shown on the Plat. The following are part of a Unit: All decorated interiors; all paneling; wall tiles;

wallpaper; paint; carpeting, floor tiles, and other floor coverings; cabinets; countertops; and all other material constituting part of the finished surfaces of walls, floors, and ceilings. Non-load bearing walls and parts thereof also constitute part of the Unit.

- (b) Windows and Doors: All interior and exterior windows and doors, including their frames, thresholds, and door jams, are part of the Unit.
- (c) Equipment: Mechanical equipment, such as appliances, air conditioning compressors and other air conditioning or air cooling apparatus, and furnaces; utility lines located within any one Unit or located outside of said unit but designated and designed to serve only that specific Unit (extending, as applicable, to where they connect to a mainline that services more than a single Unit); plumbing pipes, valves, pressure regulators, and fixtures; electrical apparatus, including breaker boxes, wires, conduits, receptacles, and outlets; and the utility or service lines or installations serving only a specific Unit are part of the Unit.
- (d) The traffic surfaces and the railings and gates surrounding decks, patios, and balconies.
- (e) An equal undivided share of the Common Area and Facilities.

ARTICLE IV

GENERAL DESCRIPTION OF PROPERTY

- 4.1 **Description of Land:** The land on which the Country Oaks Condominium is located is the composite total land area displayed on the Plat maps as recorded at the Davis County Recorder's Office for the 13 phases of the historical development of the Condominium plus the RV storage lot on the South side of the street named 1900 North in Layton, Utah, East. In general, it is approximately the nearly 16 acres of land area inside the broad white line on this view as seen in Google Earth Pro, © 2016.



- 4.2 **Description of Buildings:** For detailed descriptions of the buildings as originally built, including the levels or floors in each unit, examine the Plat maps on file at the Davis County Recorder's Office or those on file in The Association records.
- (a) All the residential buildings contain 2, 3, or 4 Units.
 - (b) The 7 buildings at the west end of 1900 north are in Phases 9, 10, 11, 12, and 13. They were built in the years 2000 to 2002 and all have built-in garages. They are wood frame buildings with stucco exteriors.
 - (c) The other 29 residential buildings were built between 1975 and 1983. They are wood frame buildings with the exteriors covered with brick and other kinds of siding. The Owners of a few of these homes have had them clad with vinyl siding.

Nine of these residential buildings have attached garages and integrated roofs. The remaining 20 of the older residential buildings have detached 2-car or 4-car garages.

- (d) In total, there are 36 residential buildings, 37 detached garage buildings, and 2 small storage sheds in the RV lot.
- (e) There are 91 Units in the 36 residential buildings. Not counting basements, attics, or garage spaces; the living floor spaces in the units range from about 1,163 to about 1,740 square feet.
- (f) Each Unit is designed for use as a single-family residence as this is defined in Article 3.10.
- (g) Each Unit has a designated garage space large enough for 2 passenger vehicles, which is expected to be sufficient space for passenger vehicles for the Owners of each Unit. Owners may also rent spaces for other vehicles in the RV Storage lot on a space available basis.
- (h) The open concrete pads adjacent to the streets are intended primarily for guest parking and snow storage.

4.3 The Condominium Property is submitted to the provisions of the Act.

ARTICLE V

PURPOSE, USES, AND RESTRICTIONS

- 5.1 Purpose: The purpose of the Condominium Property is to provide housing for the Unit Owners and their respective families, tenants, and guests.
- 5.2 Restrictions on uses: The Units and Common Areas and Facilities shall be used and occupied as follows:
 - (a) Each Unit shall be used as a single-family residence and for no other purpose.
 - (b) No Unit Owner shall permit anything to be done or anything to be kept in his or her Unit or in the Common Area and facilities which will result in the increase in the costs of insurance, or in the cancellation of insurance, or which would be in violation of any law or regulation of the State of Utah, Davis County, or the City of Layton, Utah.
 - (c) No Unit Owner shall cause or permit a sign, awning, canopy, shutter, or antenna to be hung, displayed, or otherwise affixed or placed on or in the exterior walls,

windows, doors, or roof or any part thereof without the prior written consent of the Board. Temporary attachments of festive lights and other decorations, especially for holidays, are permitted unless they cause structural damage to the Units.

- (d) Household pets, such as dogs, cats, fish, and caged birds may be kept in the Units, provided that no animals or birds of any kind are bred or maintained in the Units for any commercial purposes and that any such pets causing a nuisance or disturbance shall be permanently removed from the Condominium Property upon ten days written notice by the Board.
- (e) No externally visible industry, business, trade, occupation, or profession of any kind, whether for commercial, political, educational, religious, charitable or other purposes shall be conducted, maintained, or permitted on any part of the Condominium Property except that an Owner or its agent or representative may temporarily display "For Sale" or "For Rent" signs on the Condominium Property near their Units as needed to facilitate the sale or rental of the Units.
- (f) Unit Owners, with respect to their Units, and the Board or its agents or representatives, with respect to the Common Areas and Facilities, may perform or cause to be performed any maintenance, repair, or remodeling work required or permitted by this Declaration.
- (g) No noxious, offensive, or other activity shall be done, either willfully or negligently by a Unit Owner; or a Unit Owner's family, tenant, or guest; which may become an annoyance or nuisance to the other Unit Owners or Unit occupants.
- (h) No clothes, sheets, blankets, laundry, or other articles shall be hung or exposed on any part of the Common Area and Facilities so as to be visible from the street or from other Units. The Common Area and Facilities shall be kept free and clear of rubbish, debris, and unsightly materials.
- (i) Except for personal items neatly kept in the Limited Common Areas, there shall be no placing of bicycles, vehicles, benches, tables, chairs, or other personal items on any part of the Common Area and Facilities overnight or on days when land maintenance activities are performed.
- (j) Mobile dumpsters and other large trash receptacles may be temporarily placed at the street side of Owner's garages only for limited periods of time as specified by an authorized representative of the Association and according to either the Policies of the Board or the Rules and Regulations of the Association.

- 5.3 Restrictions on Rentals: No Unit Owner may enter into any rental or lease agreement with any tenant for any term shorter than six months or longer than three years. Unit Owners may negotiate subsequent agreements with their longer-term tenants. Unit Owners are fully responsible to The Association and the Board of Directors to ensure that their tenants abide by all the conditions and restrictions in this Declaration, the Bylaws of The Association, and the Rules and Regulations of The Association.

ARTICLE VI

OWNERSHIP AND USE

- 6.1 Ownership of a Unit: Each Unit Owner shall be entitled to the exclusive ownership and possession of his or her or their Unit and to an equal undivided interest in the Common Area and Facilities, subject to the covenants, conditions, and restrictions described in this Declaration and the Bylaws and Rules and Regulations of The Association.
- 6.2 Prohibition Against Subdivision of a Unit: No Unit Owner shall, by deed, Plat, lease, rental agreement, or other action, subdivide his or her or their Unit or cause his or her or their Unit to be subdivided to a Unit smaller than the whole Unit as shown on the Plat Map for that Unit.
- 6.3 Ownership of the Common Area and Facilities: The Common Area and Facilities shall be owned in equal shares by the Unit Owners as tenants-in-common and ownership thereof shall remain undivided until and unless some future action is taken under the provisions of the Utah Condominium Ownership Act to dissolve the Condominium.
- 6.4 Use of the Common Area and Facilities: Except with respect to the Limited Common Areas, all Unit Owners may use the Common Area and Facilities in accordance with the purposes for which they are intended as described in this Declaration, the Bylaws of The Association, and the rules and regulations of The Association.
- 6.5 Use of Limited Common Areas and Facilities: A Unit Owner's use and occupancy of the Limited Common Areas and Facilities reserved for his, her, or their Unit shall be subject to the provisions of this Declaration, the Bylaws of The Association, and the Rules and Regulations of The Association.
- 6.6 Apportionment of Fees and Assessments: The fees and assessments of The Association will be based on the Annual Budgets of The Association, including the Operating Expenses and the Reserve Fund expenditures, and will be apportioned equally among all of the Units.

ARTICLE VII

AGENT FOR SERVICE OF PROCESS

- 6.1 Name of Agent: The title and address of the person in Davis County, state of Utah, appointed as the agent to receive services of process in matters pertaining to the Condominium Property is:

The President
Country Oaks Homeowners Association, Inc.
Post Office Box 1067
Layton, Utah 84041

The actual name and address for The President of The Association is to be recorded with the Utah Homeowner Association Registry within 30 days of whenever the name or address of that person is changed. The address may be changed from time to time, and notice of the change can be provided to the Owners, without requiring an amendment to this Declaration.

ARTICLE VIII

PERCENTAGE OF OWNERSHIP AND VOTING RIGHTS

- 8.1 Percentage of Ownership and Voting Rights: All Unit Owners shall have an equal undivided share in the ownership of the Common Area and the Owners of each Unit have an equal share in the voting rights of The Association, provided that there will be only one vote, or one proxy vote, for each Unit on any one ballot or consent action.

ARTICLE IX

EASEMENTS

- 9.1 Board Granting Easements: The Board has the authority to grant easements upon or across any part of the Condominium Property for utility purposes for the benefit of the Condominium Property and the Homeowners, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, optical fiber telecommunication systems, and electrical conduits and wires over, under, along, on, and through any portion of the Common Area and facilities.
- 9.2 Interior Easements: An easement in favor of each Unit Owner is hereby established to permit such Owner to attach cabinets, counters, draperies, pictures, mirrors, and like decorations and furnishings to the interior surfaces of the perimeter and interior walls, floors, and ceilings; provided that those attachments cause no structural damage to the Common Property.

- 9.3 Easements for Maintenance and Repair: Any person authorized by the Board on behalf of The Association may, at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit for the purpose of performing maintenance authorized herein or for determining whether the use of the Unit, or an element within the Unit, is causing damage or harm to the Common Area or the Limited Common Areas. Reasonable notice shall be provided to the Unit occupant prior to entry.

“Reasonable notice” means (1) written notice that is hand-delivered to the Unit At least 24 hours prior to the proposed entry by giving it to a person within the Unit or posting it on the door to the Unit, or (2) in the case of emergency, notice that is reasonable under the circumstances, which, at the discretion of the Board, shall mean attempting to contact the occupant or Owner immediately prior to entry using the contact information on file with The Association or by a knock on the Unit door.

No such entry shall be deemed to constitute a trespass or otherwise create any right of action by the Owner of such Unit. The Association shall repair any damage it causes to the Common Area or to a Unit by such access.

- 9.4 Encroachment Easements: No Unit shall encroach upon an adjoining Unit or the Common Area. If, however, any part of a Unit encroaches, or shall hereafter encroach upon the Common Area or an adjoining Unit due to or caused by (1) error in the original construction, (2) error in the Plat, (3) settling, rising, or shifting of the earth, (4) changes in position caused by repair or reconstruction of any part of the Project in accordance with the provisions of this Declaration, and easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachment shall not be considered to be encumbrances either on the Common Area or the Unit. If any part of the Common Area encroaches, or shall hereafter encroach upon any Unit, and easement for such encroachment and for the maintenance of the same shall and does exist.

ARTICLE X

MANAGEMENT

- 10.1 The business, property, and other affairs of The Association shall be managed by the Board of Directors elected or appointed as provided in the Bylaws of The Association. Said board shall have all the powers, duties, and responsibilities as are now, or may hereafter be, provided by the laws of the State of Utah, this Declaration, the Bylaws of The Association, any amendments subsequently filed thereto, and any Rules and Regulations adopted by the Board; provided, however, that the Board may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor.

- 10.2 Equipment and Additional Facilities: The Board shall have the authority to acquire and provide such tools and equipment and new facilities as it may deem to be in the best interest of the Unit Owners. The Board shall also have the authority to dispose of dysfunctional or damaged equipment or facilities as it may deem to be necessary to accomplish its duties.
- 10.3 All Owners and renters of property in the Country Oaks Condominium are expected to exercise due diligence, within their capabilities, both within their units and for the common properties, to prevent damages to those properties, to keep them clean, and to enhance the area. The Board will encourage volunteers from among the Owners and renters to assist their neighbors and to help maintain the common property. Owners and renters are encouraged to assume responsibilities to maintain and enhance the flower and vegetable garden areas near their Units.
- 10.4 The Board is authorized to obtain additional services from among available competent, competitive, licensed, and bonded professional contractors and other agencies and to hire competent employees as appropriate. Because Utah is what is called an “at will” State, the Board is authorized to hire and fire employees without necessarily justifying those actions to its employees.
- 10.5 The President and the Board will delegate much of its day-to-day responsibilities to a special Maintenance Committee and/or to a property management agency if one is engaged. The Maintenance Committee and/or property management agency will provide the Board with recommendations regarding the maintenance, repair, and/or replacement of features of the Condominium Property and the hiring and firing of maintenance employees.

ARTICLE XI

EVIDENCE OF OWNERSHIP

- 11.1 In the event that there is an apparent discrepancy between the names of the occupants of Units in the Condominium and the names of the property Owners on file with the Davis County Recorder, the Board may require Unit Owners to furnish legal evidence substantiating their ownership or, at the Board’s option, it may rely on the records of the County Recorder.
- 11.2 Unit Owners are responsible to provide current contact information, including their current mailing addresses, telephone numbers, and email addresses (when available and not objected to in writing by the Owner) to the Secretary and the Treasurer of The Association. This information must be provided within 21 days of any change thereof.

Failure to provide this information in a timely manner may result in late payment penalties and interest charges on overdue accounts.

ARTICLE XII

FEES AND ASSESSMENTS

- 12.1 Payment of Monthly Fees: Every Unit Owner shall pay his, her, or their equal share of the total monthly fees as the Board establishes is required to fund the Common Expenses as estimated in the annual budget, including his, her, or their equal shares of the contributions needed to maintain the Reserve Fund of The Association. These monthly fees are due on the first day of each month and are late if not paid by the last day of the month.
- 12.2 Annual Budget: At least 20 days prior to the annual meeting of The Association, the Treasurer and the Board of Directors shall prepare an annual budget by estimating the income and expenses of The Association for the current fiscal year for both the Common Expense Fund and the Reserve Fund.

The Common Expenses shall include such amounts as the Board deems proper for administration, utilities, insurance, and routine maintenance and repairs of the Condominium Property. The Common Expense Fund shall also include a Reserve Fund Line Item to account for transfers between the Common Expense Fund and the Reserve Fund.

The Reserve Fund expenses shall include such amounts as the Board deems proper the fund those items described in Article 3.9 of this Declaration.

The Treasurer and the Board shall also estimate any surpluses or deficits anticipated for either the Common Expense Fund or the Reserve Fund. The Treasurer shall then compute the amount of monthly fees that will be required from each of the Unit Owners to fund the annual budget for the current fiscal year, with the understanding that any change in monthly fees required of the Unit Owners will take place on the first day of August of that fiscal year. The treasurer will present this information in a report to the Unit Owners attending the annual meeting. The secretary will then, within 10 days, provide a copy of the Treasurer's report to all the Unit Owners who were not present at the annual meeting.

A failure by the Treasurer and the Board of Directors to prepare an annual budget for the then current fiscal year in time for the annual meeting of the Homeowners in The Association shall not be deemed a waiver, or modification in any respect, of the provisions of this Declaration or of the Bylaws of The Association that relate to the obligations of Unit Owners to pay any current, past, or future fees or assessments. In such

case, the annual budget of the previous fiscal year shall represent the annual budget for the current fiscal year until the Board approves an updated annual budget.

- 12.3 Special Assessments: The Board may require special assessments from time to time to pay for unexpected large expenses, such as for, but not restricted to; snow removal after major snowstorms, property damages after major windstorms, earthquakes, or floods not fully covered by insurance. Special assessments will be due on the first day of the first calendar month after the day they are, by notice to the Homeowners, levied and will be delinquent if not paid before the last day of the second month that they are due, provided, however, that the Treasurer may provide a six-month payment plan with any unit Owner that requests it.
- 12.4 Lien for Fees and Assessments: When there is a delinquency of more than 90 days in payment of fees or special assessments, all sums due for any Unit, together with late fees and interest thereon and all costs for collection thereof, including Attorney's fees, shall be secured by a lien on such Unit in favor of The Association. The recording of this Declaration with the Davis County Office of the Recorder constitutes sufficient record of notice and perfection of a lien described herein. To further evidence such liens, the Board may cause to be prepared (but shall not be obligated to prepare) a written notice of the lien setting forth the amount of the original fees and assessment, the amount remaining unpaid, a description of the location of the Unit, and the name of the Owner of record thereof and have that notice recorded in the office of the County recorder for Davis County, State of Utah.

The Board may further enforce the lien by causing the sale or foreclosure of the Unit Owner's interest in the Unit as provided for in U.C.A. §57-8-45 Enforcement of a Lien. In the event of foreclosure, after institution of the action, the Board shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

Upon completion of the foreclosure sale, the defaulting Owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner, and an action may be brought by The Association or the purchaser at the sale in order to secure occupancy of the defaulting Owners Unit, the costs and attorney fees associated with the sale or foreclosure, which shall be awarded to The Association or the purchaser, as the case may be.

- 12.5 Appointment of Trustee: By acceptance of a deed for a Unit, each Owner as trustor conveys and warrants to trustee in trust for The Association, as beneficiary, with power of sale, the Owner's Unit and all improvements thereon for the purpose of securing

payment of all fees and assessments (including basis of collection) provided for in this Declaration. For purposes of this Article, the Act and Utah Code Ann. §§57-1-19, et seq, as amended from time to time, the trustee shall mean the attorney for The Association, and The Association may provide notice and disclosure of the trustee, or substitution thereof, by recording an appointment or substitution of trustee in the records of the Davis County Recorder. Each Owner hereby also grants to The Association and trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§ 57-1-19, et seq.

- 12.6 Remedies under the Act: The Association shall have each and every remedy for collection of fees and assessments provided in the Act and such remedies and provisions shall be deemed to be fully set forth herein to the extent required by such Act to exercise such remedies or actions.
- 12.7 Attorney Fees: In any legal action brought by The Association against any Unit Owner, tenant, lessee, or lessor as a result of a violation of any provision of laws of the State of Utah, this Declaration, the Bylaws of The Association; or the Policies, Rules, and Regulations of The Association; through which The Association incurs any attorney fees or costs as a result thereof, The Association shall collect any and all attorney fees and costs from the Unit Owner, tenant, lessee, or lessor, jointly and severally, with or without judicial process, and shall be entitled to an award of attorney fees and costs in any action or judicial proceeding. A Unit Owner shall be jointly liable for attorney fees in any action brought against his, her, or their tenant or lessee arising as a result of any violation by that tenant or lessee.
- 12.8 Recovery of Costs from a Unit: In the event that the Board finds it necessary to alter, repair, replace, or modify any portion of an Owner's Unit, with or without a request from the Owner, the expense and cost of such shall be charged to and collected from the Owner of the Unit. Such charges may result from, but are not limited to, the following situations: (1) That the alterations, repairs, replacements, or modifications are necessary to prevent damage to another Unit or to the Common Area and Facilities and the Board is unable to contact the Unit Owner in a timely manner. (2) When a tenant is placed in an unhealthy or unsafe situation and is unable to obtain satisfaction from the Unit Owner and the Board deems it necessary to accomplish the alteration, repair, replacement, or modification of any portion of the Unit. (3) When the Board issues a notice to a Unit Owner requesting that Owner to make alterations, repairs, replacements, or modifications of his, her, or their Unit in order to protect another Unit or the Common Area and Facilities and the Unit Owner fails to respond and make the necessary changes within 30 days. (4) When there is an emergency that requires the Board to take immediate action in a Unit to protect human health and safety or the property of other Units or the Common Area and Facilities, with or without permission from the Unit Owner.

- 12.9 Late Fees and Interest Charges: All fees and assessments not paid before 30 days after their past due date shall incur a late fee of \$50.00 per month for each and every month, or any portion thereof, that those fees and/or assessments remain delinquent. All payments made shall be first applied to attorney fees, costs, late fees, and then to the payments first due. Any amounts that are more than six (6) months delinquent shall be additionally charged interest from the first date of delinquency at the rate of at least six (6%) Annual Percentage Rate, with the actual rate, if higher, to be established by the Board's current Policies.
- 12.10 Any person proposing to enter into an agreement to purchase a Unit, or an authorized person or agency acting for that person, is entitled to ask for and receive a statement from the Treasurer or the Treasurer's representative of any currently unpaid fees, assessments, late charges, costs, or fines related to that Unit and of any liens established against that Unit. If such statement fails to reveal the full amount of the payments due or the liens involved, the purchaser of the Unit shall not be liable for the amounts not so revealed.

ARTICLE XIII

INSURANCE

- 13.1 The provisions of U.C.A. §57-8-43 Insurance govern the Board and The Association with regards to obtaining and maintaining insurance for The Association. Any portion of any statement or provision in this Declaration that may not be in compliance with §57-8-43 Insurance is not valid.
- 13.2 Casualty and Other Property Insurance: The Association shall obtain and maintain blanket property insurance equal to 100 % of the full replacement cost of the insured property with that replacement cost to be determined annually at the date of purchase or renewal of the insurance policy.

The property insurance shall include, in addition to the coverage for the Common Area and Facilities, coverage for the following fixtures, improvements, and betterments in the individual Units: cabinets, light fixtures, floor coverings, electrical fixtures, heating and plumbing fixtures, paint, wallcovering, windows, and any other item permanently part of or affixed to a Unit.

However, The Association's current property insurance policy has a \$10,000 deductible provision. This essentially means that the first \$10,000 of damage of any kind to any Unit is the responsibility of the Unit Owner or the Unit Owner's property insurance. Specifically, for Units and Limited Common Areas, if a loss occurs that is covered by The Association's policy and by a Unit Owner's policy, The Association's policy

provides primary insurance coverage, but the Unit Owner is responsible for the deductible of The Association and Coverage A of the Unit Owner's policy applies to that portion of the loss attributable to the policy deductible of The Association.

The amount of The Association's insurance policy deductible is subject to change from time to time for various reasons, such as those related to changes in insurance industry practices and State laws, and may be changed without requiring an amendment to this Declaration. However, the Board shall provide notice to the Owners of any changes in the amount of the deductible.

- 13.3 Liability Insurance: The Board shall obtain and maintain Liability Insurance for all occurrences commonly insured against, including death, bodily injury, and property damages arising out of, or in connection with, the use, ownership, or maintenance of the Common Area and Facilities. The amount insured for death and/or bodily injury shall be at least \$1,000,000 for any one person injured in any occurrence and for property damage, not less than \$100,000 for each occurrence. More detailed information will be found in the insurance policy.
- 13.4 Directors and Officers Liability Insurance: Directors and Officers Liability Insurance (often called "D&O Insurance") is liability insurance payable to the directors and officers of The Association, or to The Association itself, as indemnification for losses or for advancement of defense costs in the event an insured suffers such a loss as a result of a legal action brought for alleged wrongful acts, including data security and privacy wrongful acts, in their capacity as directors and officers. Intentional illegal acts are not covered under the Director and Officers Liability Insurance.

The Association shall purchase and maintain insurance on behalf of any person who is or was a Board Member or Officer of The Association, and any other person The Association as required by law to contract or to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not The Association would have the power to indemnify him or her against such liability under the laws of the State of Utah as the same may hereafter be amended or modified.

- 13.5 Fidelity Insurance or Bond: The Association shall obtain and maintain adequate fidelity insurance or bond coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling the funds of The Association, including any property manager.

Such fidelity coverage shall: (1) name The Association as an obligate; (2) not be less than the estimated maximum of funds, including reserve funds, in the custody of The Association or managing agent at any given time and shall, in no event, be in an amount less than three months fees and assessments on all Units plus reserves; (3) contain an

appropriate endorsement (s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover The Association's management agent if The Association has delegated some or all of the responsibility for handling of funds to a management agent; (4) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least 10 days prior written notice to The Association or any insurance trustee.

- 13.6 Other Insurance: The Association may obtain such other insurance, such as workers compensation insurance, if and to the extent required by law or as the Board deems necessary from time to time.

ARTICLE XIV

CATASTROPHIC DESTRUCTION OR DAMAGE

In the event of major damage or destruction of part or all of the improvements in the condominium project, the following procedures shall apply.

- 14.1 Sufficient Insurance Proceeds: If the combined insurance proceeds from insurance carried by the unit Owners and the insurance maintained by the Board are sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out under the direction of the Board or the designated property manager.
- 14.2 Insufficient Insurance Proceeds: If the combined insurance proceeds are insufficient to reconstruct the building or improvement, damage to or destruction of the building shall be promptly repaired and restored by The Association, or its designated property manager, using the proceeds of insurance for that purpose and the unit Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the building is destroyed or substantially damaged and if the unit Owners by a vote of at least three fourths of such unit Owners, do not voluntarily, within 100 days after such destruction or damage, make provision for reconstruction, the Board or the designated property manager shall record, with the county recorder, notice setting forth such facts, and upon recording of such notice:
- (a) The property shall be deemed to be owned in common by the Unit Owners.
 - (b) The undivided interest in the property owned in common, which shall appertain to each Unit Owner shall be the Unit Owner's equal percentage of the undivided interest previously owned by such Owner in the common elements.
 - (c) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the property.
 - (d) The property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of

the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in equal percentages, after first paying out the respective shares of the unit Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.

- (e) In such a catastrophic event, the Unit Owners may, by an affirmative vote of at least three-fourths of such Unit Owners at a meeting of Unit Owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such a vote shall be binding on all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in any manner and form may be necessary to effect the sale.
- (f) Unit Owners who have given mortgages to any lenders and whose debts related to those mortgages are still pending, and whose Units are more than 75% damaged shall so inform the appropriate mortgagees within 30 days of the damage or destruction. No provision herein shall entitle a unit Owner or any other person to have priority over such mortgagees with respect to the distribution of any insurance proceeds.

- 14.3 The Board Shall Direct Reconstruction: Any reconstruction or repair which is required to be carried out by this Article 14 shall be accomplished at the instance and direction of the Board. Any determination of values which will be required to carry out this Article 14 regarding the extent of damage to or destruction of the condominium project and/or its improvements shall be made as follows: The Board shall select three appraisers who are Members of the Appraisal Institute (MAI) and each appraiser shall independently arrive at a number representing the percentage of project improvements which have been destroyed or substantially damaged. The percentage of which governs the applications of the provisions of this Article 14 shall be the average of the three appraisals.

ARTICLE XV

EMINENT DOMAIN

- 15.1 If any portion of the Common Area and Facilities is taken by eminent domain, the award for it shall be allocated to the unit Owners in proportion to their equal undivided interests in the common areas and facilities.
- 15.2 If any Units are taken by eminent domain, the undivided interest in the common areas and facilities appertaining to those Units shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Areas and Facilities.
- 15.3 If portions of any unit are taken by eminent domain, the court shall determine the fair market value of the portions of the unit not taken, and the undivided interest in the Common Area and facilities That appertaining to any such units shall be reduced, in the case of each Unit, in proportion to the diminution in the fair market value of the unit resulting from the taking.

- 15.4 The court shall enter a decree reflecting the reallocation of undivided interests produced by this, and the award shall include, without limitation, just compensation to the unit Owner of any unit partially taken.
- 15.5 If, however, the taking of a portion of any unit makes it impractical to use the remaining portion of that unit for any lawful purpose permitted by this Declaration, then the entire undivided interest in the Common Area and Facilities appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interest in the Common Area And Facilities, and the remaining portion of that Unit shall thenceforth be a common area and facility. The court shall enter a decree reflecting the reallocation of undivided interests produced by this and the award shall include, without limitation, just compensation to the unit Owner of the Unit for his, her, or their entire undivided interest in the Common Areas and Facilities and for his, her, or their entire Unit.

ARTICLE XVI

MORTGAGEE PROTECTION

- 16.1 **Mortgage Definition:** The term “mortgage” as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term “mortgagee” shall mean the Owner and holder of a mortgage, including any beneficiaries under of deed of trust.
- 16.2 **Owner and Mortgagee Records:** If a mortgagee makes a written request to The Association to receive any of the notices which may be provided to mortgagees under this Declaration, the written request must state the name and address of the mortgagee and the Unit number two which the mortgage interest applies. The Board shall maintain a roster which shall contain the name and address of each mortgagee of a Unit who has made such a written request. The mortgagee shall be stricken from this roster upon a written request from the mortgagee.
- 16.3 **Mortgagee Notification:** Any mortgagee of any Unit who is named on the roster mentioned in Article 16.2 is entitled to receive written notification from the Board of any default of the mortgagor’s obligation to The Association that is not cured within 30 days.
- 16.4 **Mortgagee Rights:** Any institutional holder of a first mortgage on a Unit shall, upon prior written request, be entitled to (a) inspect and copy the books and records of The Association, (b) receive an annual financial statement of The Association within 90 days of the end of any fiscal year of The Association, and (c) receive a copy of the minutes of any meeting of the Board or of The Association.

ARTICLE XVII

OWNERS’ MAINTENANCE OBLIGATIONS

- 17.1 For the common interest and benefit of all of the Unit Owners in The Association, each Unit Owner shall, at his, her, or their own expense; keep his, her, or their Unit (as “Unit” is defined in Article 3.12), including its equipment and appurtenances and the traffic

surfaces and surrounding railings and gates of decks, patios, and balconies, in good order, condition, and repair; and in a clean and sanitary condition; and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of the Unit.

- 17.2 Each Unit Owner shall be responsible to keep their Limited Common Areas clean and free of clutter, trash, junk, and rubbish.
- 17.3 Each Unit Owner, with or without the assistance of funds arising from insurance claims, shall be responsible for the cost to repair all injuries or damages to the Unit or to the Condominium Property which is caused by the act, negligence, or carelessness of the Unit Owner or that of any member of the Unit Owner's family, tenants, or other occupants of the Unit, including guests. All such repairs, redecorating, painting, or other work shall be of a quality and kind at least equal to the original work.
- 17.4 Each Unit Owner, with or without the assistance of funds arising from insurance claims, shall be responsible for maintaining and/or replacing any plumbing, plumbing fixtures, appliances, and heating and air conditioning equipment in or connected with the Unit.
- 17.4 Each Unit Owner shall not make, or permit to be made, any structural alteration, improvement, or addition to any part of the Common Area and/or Facilities or to any of the Limited Common Areas, (as such are defined in Article 3.6) including patios, balconies, decks, etc., without the written permission of the Board being first requested and obtained.
- 17.5 To the extent not clarified in this Declaration, The Association may, by duly adopted resolution of the Board, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities, or (2) Association responsibilities. Such determination shall not be inconsistent with the provisions of this Declaration, unless such a determination merely reflects an established pattern of practice which has been in effect and undisputed by any Owner or The Association for five or more years, even if inconsistent with the provisions of this Declaration, in which case, the resolution shall be recorded, which otherwise need not be recorded. Such determination shall be set forth in a Board resolution distributed to all Owners and shall be binding against all Owners.

ARTICLE XVIII

RIGHT OF ENTRY

- 18.1 **Emergencies:** The Board and its duly authorized agents and all State, City, and County emergency agencies shall have the unrestricted right to enter any or all of the Units in case of an emergency originating in or threatening any Unit or any other part of the Condominium Property, whether or not the Unit Owner or occupant thereof is present at the time. As is the case with fires, the Board, its agents, and/or the emergency agencies also have the right to inflict such structural damages or alterations to the Units as are necessary to control the emergency.
- 18.2 **Non-emergencies:** Consistent with Article IX, The Board and its duly authorized agents shall also have the right to enter any and all Units as required to make necessary repairs to the Common Area and Facilities, including such mechanical or electrical devices

related thereto and located therein or thereon, provided that the Unit Owner affected by such entry shall first be notified thereof. Unit Owners may also voluntarily permit entry by the Board or its authorized agents whenever they want to do so, such as in a request for assistance.

- 18.3 Repair of Damages or Alterations: Whenever any Unit Owner, without express written permission from the Board of Directors, alters or damages any portion of the Common Area and Facilities in such a manner as to reduce the structural integrity thereof or of the health and safety of any Members of The Association, the Board of Directors or their duly appointed agents shall have the right to enter the Unit in which, or as to which, such violation or breach exists and to abate, remove, replace, or repair the offending feature at the expense of the defaulting Unit Owner. The Board of Directors or their duly appointed agents shall not thereby be deemed guilty in any manner of trespass. If necessary, the Board of Directors may decide to enjoin the continuance of any such breach and to abate or remedy the situation by appropriate legal proceedings, either at law or in equity.

ARTICLE XIX

ADMINISTRATIVE RULES, REGULATIONS, AND POLICIES

- 19.1 The Board, in compliance with procedures outlined in the Bylaws, has the power to establish such Rules and Regulations as it may deem necessary for the maintenance, operation, management, and control of the Condominium Property and/or for the benefit of The Association insofar as those Rules and Regulations are consistent with Federal, State, County, and City laws and ordinances and with this Declaration and the Bylaws of The Association. The Board may also alter, amend, and/or repeal such Rules and Regulations, or parts thereof, at any time.
- 19.2 The Board may establish the amounts of fines for violations of the provisions of this Declaration, the Bylaws, and any Rules and Regulations published by the Board.
- 19.3 The Board also has the power to make and publish standard Policies to govern the actions of the Board itself as it deems appropriate, and to revise those Policies from time to time, as long as those Policies are consistent with Federal, State, County, and City laws and ordinances and with this Declaration and the Bylaws of The Association.

ARTICLE XXI

OBLIGATION OF COMPLIANCE

- 21.1 Every Unit Owner, tenant, or other occupant of a Unit, and any other person who may in any manner use the Property or any part thereof, shall comply with the provisions of the Act, this Declaration, the Bylaws of The Association, and Rules and Regulations of The Association at all times and assure that they are also faithfully observed by any other persons over whom they have, or may exercise control and supervision while they are in any Unit or on the Common Area or Facilities. Failure to comply with any of these provisions shall be grounds for an action by the Board on behalf of The Association.

ARTICLE XXII

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

- 22.1 The Association, the Board, all of the Unit Owners, all other persons subject to this Declaration, any other person who may in any manner use the Property or any part thereof, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Bound Parties") agree to encourage the amicable resolution of disputes between the Bound Parties and to attempt to avoid the emotional and financial costs of litigation including for those claims, grievances, or disputes arising out of or relating to the violation, interpretation, application, or enforcement of this Declaration, the bylaws of The Association, The Association Rules and Regulations, or the Articles of Incorporation. Accordingly, the Bound Parties agree to be subject to the procedures set forth in this article.
- 22.2 Exemptions: The provisions of this article shall not apply to the following unless the Bound Parties involved all agree to abide by the provisions of Article 22.3.
- (a) Any form of nonpayment of funds owed to The Association, including, but not limited to, the kinds of fees and assessments listed in Article 12 of this Declaration.
 - (b) Any suit by The Association to obtain a Temporary Restraining Order or equivalent emergency equitable relief and such other ancillary relief as the court may deem necessary in order to maintain the status quo and to preserve The Association's and the Board's ability to achieve the purpose of the Condominium Property and to accomplish the Board's management responsibilities.
 - (c) Any suit between the Bound Parties if the amount in controversy exceeds \$5,000.
 - (d) Any fines assessed by The Association or its Board.
- 22.3 Mandatory Procedures for All Other Claims: Any Bound Party having a claim ("Claimant") against any other Bound Party ("Respondent") not exempted in Article 22.2 shall not file suit in any court or initiate any proceeding before any administrative tribunal until it has complied with the following procedures:
- (a) Giving Notice: The Claimant shall give notice to the Respondent in writing, stating plainly and concisely:
 - (1) the nature of the claim, including the date, time, location, persons involved.
 - (2) the Respondent's role in the claim.
 - (3) the provisions of the Act, this Declaration, the Bylaws of The Association, the Rules and Regulations of The Association, the Articles of Incorporation, or other authority out of which the claim arises.

- (4) what the Claimant wants the Respondent to do or not to do to resolve the claim.
 - (5) that the Claimant wishes to resolve the claim by mutual agreement with the Respondent and is willing to meet in person with the Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the claim.
- (b) Response: Within ten (10) days of receiving notice from the Claimant, the Respondent shall respond in writing and deliver the same to the Claimant, stating plainly and concisely:
- (1) those facts and/or allegations contained in the Claimant's notice with which the Respondent agrees and disagrees.
 - (2) the Respondent's explanation of the Respondent's understanding of the facts and allegations related to the claim.
 - (3) what the Respondent is willing to do or not to do to resolve the claim.
 - (4) that the Respondent also wishes to resolve the claim by mutual agreement with the Claimant and proposing a reasonable time and place for meeting in person to discuss good faith ways to resolve the claim.
- (c) Negotiation: Each Claimant and Respondent shall make every reasonable effort to meet in person within ten (10) days after the response is given by the Respondent and confer for the purpose of resolving the claim by good faith negotiation. If The Association is not involved as a Claimant or Respondent and receives a request from either party, the Board may appoint a representative to assist the Claimant and Respondent to resolve the dispute by negotiation.
- (d) Flexibility of the Board: If The Association is involved in the dispute, either as a Claimant or as a Respondent, the Board has the authority to make adjustments in fees, assessments, fines, or other arrangements that it deems appropriate to help resolve the dispute for the benefit of The Association.
- (e) Exhaustion of Remedies Required: All grievances and complaints of Claimants shall follow all the procedures outlined herein prior to the commencement of any litigation relative to said grievances and complaints. However, if a Respondent fails to provide the written response required within ten (10) days or if either party refuses to meet in good faith within the time frame set forth herein to discuss resolution of the agreements are complaint, the Claimant shall be released from the obligation to comply with this Article 22 and may seek judicial relief without the need to wait for additional time periods to expire.
- 22.4 Allocation of Costs of Resolving Claims: Each Claimant and Respondent shall bear all of its own costs, including attorney costs and arbitration costs, associated with the proceedings of the claim and/or dispute resolution.

- 22.5 **Enforcement:** However, if either the Claimant or the Respondent fails to comply with the terms of the negotiation or the Arbitration, the other party may file suit to enforce the provisions of the negotiated or arbitrated settlement agreement without the need to again comply with the procedures in Article 22.3. In such event, the party taking action to enforce the agreement shall be entitled to recover all costs incurred in enforcing such settlement agreement, including attorney fees and court costs, from the non-complying party.

ARTICLE XXIII

RESERVE FUND

- 23.1 **Purpose of the Reserve Fund:** According to paragraph 57-8-7.5 (c) of the Act, the Reserve Fund is money to cover the cost of repairing, replacing, or restoring common areas and facilities that have a useful life of three years or more and a remaining useful life of less than 30 years if the cost cannot be reasonably funded from the general budget or other funds of The Association of unit Owners. The amount of money that The Association keeps in the Reserve Fund is to be determined by a Reserve Analysis. The Reserve Fund is to be kept in an account separate from the other funds of The Association.
- 23.2 **Reserve Analysis:** The Board shall conduct, or cause to be conducted, a Reserve Analysis no less frequently than once every six years and review and, if necessary, update that analysis no less frequently than once every three years. The Reserve Analysis essentially forces the Board to analyze and predict future costs of repairs and replacements for the coming 30 years and to forecast present and future contributions and expenditures to and from the Reserve Fund for that period of time.
- 23.3 **Insufficiencies in the Reserve Fund:** When the Reserve Analysis shows that the amount of money in the Reserve Fund is insufficient to meet the reasonable needs for the Reserve Fund for the coming three years, the Board must propose a solution to increase the money in the Reserve Fund to the amount that is anticipated to be needed during those three years and beyond. This must be done without endangering the ability of The Association to meet its other costs and expenses through the Common Expense Fund.
- 23.4 **Reserve Fund Line Item:** There must be a Reserve Fund Line Item in The Association's Annual Budget through which funds will be transferred to or from the Common Expenses to or from the Reserve Fund. The bulk of the money for the Reserve Fund must be obtained either as a part of the monthly fees paid by the Owners or from a special assessment of the Owners for that purpose. However, any interest payments that may accrue if the Board decides to prudently invest that part of the Reserve Fund money that is not expected to be needed until some year at least 3 years in the future will also be added to the Reserve Fund.
- 23.5 **Excesses in the Reserve Fund:** If, on the other hand, the amount of money accumulated in the Reserve Fund should exceed the amount anticipated to be needed during the ensuing

six (6) years by more than 25%, then the Members of The Association may vote to temporarily suspend contributions to the Reserve Fund until the year that a balance is restored as predicted by an annual review of the Reserve Fund Analysis.

- 23.6 Reserve Fund Presentation: The Board shall include a discussion of the status of the Reserve Fund as a part of each annual meeting of the Homeowners of The Association. The Treasurer, on behalf of the Board, or some person designated by the Treasurer, will present a discussion of the Reserve Analysis each time a new one is prepared, meaning at least once every six years, as well as the results of each review of that Analysis that is required on the intermediate third (3rd) year. The treasurer will also cause an annual presentation at that meeting of a summary comparison of the planned versus actual expenditures from the Reserve Fund for the previous fiscal year.

Any Unit Owner may request a copy of the current Reserve Fund Analysis (in its current format, such as in an Excel Spreadsheet) at any time.

- 23.7 Homeowners Right to Veto: Within 45 days after the day on which the Unit Owners of The Association are presented with its annual budget, the unit Owners may veto the Reserve Fund Line Item by a 51% vote of the allocated voting interests in The Association at a special meeting called by the Unit Owners for the purpose of voting on whether to veto the Reserve Fund Line Item. If the unit Owners veto a Reserve Fund Line Item in the current annual budget and a Reserve Fund Line Item existed in a previously approved annual budget of The Association that was not vetoed, The Association shall fund the Reserve Fund in accordance with that prior Reserve Fund Line Item amount.
- 23.8 Unit Owner's Right to Enforce: If The Association fails to comply with Article 23.5, and fails to remedy that failure within 90 days following either the annual meeting or from the day that an Owner requests a copy of the Reserve Analysis, a Unit Owner may file suit in state court for injunctive relief, requiring that The Association comply with Article 23.5; for a payment of \$500 or actual damages, whichever is greater; and to comply with the other requirements of the Act §57-8-7.5 (8).
- 23.9 Catastrophic Disaster: In accordance with Article 14.2 (e), if, as a result of a catastrophe, three-fourths of the Unit Owners decide to abandon the Condominium, any money remaining in the Reserve Fund will be transferred to the Common Expense Fund before any of the remaining moneys in the Common Expense Fund are distributed to the Unit Owners.

ARTICLE XXIV

AMENDMENT

- 24.1 This Declaration may be amended, with or without a meeting, upon the approving consent of the Owners of not less than two-thirds of the undivided interests in the Common Area and Facilities. Any amendment shall be finally accomplished by recording it at the Davis County Recorder's Office and shall include a Certification by the President of the Board that the Unit Owners of at least two-thirds of the undivided interests in the Common Area and Facilities have approved and consented to any such amendment.

ARTICLE XXV

VOTING

- 25.1 When a vote of the members of The Association is taken, each Unit will represent 1/91 of the total voting interests of The Association. That unit may be represented only by one Owner of that Unit or by one proxy properly appointed by an Owner of that Unit. Where more than one person owns a Unit, the vote of the Unit may be exercised by any one of the Owners, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners.

Article XXVI

NOTICES

- 26.1 Any Notice related to the business of The Association or to any of its individual Unit delivered by any of the following methods shall constitute adequate notice for all purposes:
- (a) By electronic means, including email, text message, or on a website provided by The Association. Unit Owners who prefer not to receive notices by electronic means shall so inform the Secretary of the Board with a written request to receive notices by postal mail or by direct-to-door delivery.
 - (b) By postal first class mail to an address provided by the Unit Owner.
 - (c) By direct-to-door delivery, in which case, the notice may be taped to the front door or window of the Owner's Unit or, in the case of a vehicular violation, taped to the windshield of the vehicle.

ARTICLE XXVII

NO WAIVER

- 27.1 The failure of the Board or its agents or contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions in this Declaration or the Bylaws of The Association or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agents or contractors of the payment of any fee or assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the

Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by at least three of the members of the Board.

ARTICLE XXVIII

SEVERABILITY

- 28.1 The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections here of shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditional on their being held valid in law, and in the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should be operated to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clauses or clauses, paragraph or paragraphs, section or sections, has not been inserted.

ARTICLE XXIX

TOPICAL HEADINGS

- 29.1 The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the paragraphs or of the Declaration.

ARTICLE XXX

EFFECTIVE DATE

- 30.1 This Declaration shall take effect upon recording as specified in Article XXIV.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned President of the Country Oaks Homeowners Association Inc. hereby certifies that the condominium Unit Owners holding at least two-thirds of the undivided ownership interest in the Common Area and Facilities of the Country Oaks Condominium have consented to and approved this Revised and Amended Declaration of Covenants, Conditions, and Restrictions for the Country Oaks Condominium.

In Witness Whereof, this 20 day of April, 2017

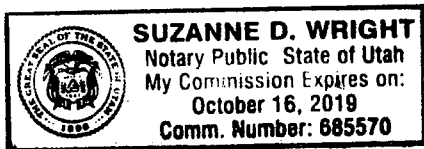
By *Ann Benson*, President

STATE OF UTAH }

COUNTY OF DAVIS }

On the 20th day of April, 2017, personally appeared before me Ann Benson

who being duly sworn did say he or she is the President of the Country Oaks Homeowners Association Inc. and the Chairman of the Board of Directors of that Association and said that this instrument was signed on behalf of said Board and Association by authority of that Board and duly acknowledged to me that he or she is the signer of this instrument.



Suzanne D. Wright
NOTARY PUBLIC

APPENDIX A

LEGAL DESCRIPTIONS

All the following according to the official Plat thereof recorded in the records of the Davis County recorder, Utah:

Units 1A, 1B, 1C, 1D, Country Oaks Condo Phase 1
[09-094-0001 through 09-094-0004]

Units 2A, 2B, 2C, 2D, Country Oaks Condo Phase 1
[09-094-0005 through 09-094-0008]

Units 1 through 10, Country Oaks Condo Phase 2
[09-093-0001 through 09-093-0010]

Units 1 through 8, Country Oaks Condo Phase 3
[09-094-0009 through 09-094-0016]

Units 1 through 3, Country Oaks Condo Phase 4
[09-094-0017 through 09-094-0019]

Units 1 through 9, Country Oaks Condo Phase 5 (Amended)
[09-094-0020 through 09-094-0028]

Units 1 through 5, Country Oaks Condo Phase 6
[09-094-0029 through 09-094-0033]

Units 1 through 13, Country Oaks Condo Phase 7-1
[09-329-0034 through 09-329-0046]

Units 1 through 7, Country Oaks Condo Phase 7-2 + And units 17 through 24
[09-093-0011 through 09-093-0017] {09-093-0027 through
09-093-0034}

Units 25 through 30, Country Oaks Condo Phase 7-2 (Amended)
[09-254-0025 through 09-254-0030]

All of Country Oaks Condominium Phase 8
[09-093-0049]

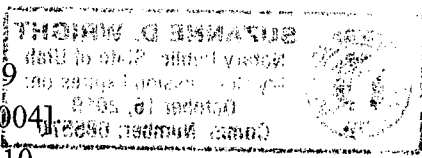
Units 1 through 4, Country Oaks Condominium Phase 9
[09-310-0001 through 09-310-0004]

Units 5 through 6, Country Oaks Condominium Phase 10
[09-314-0005 through 09-314-0006]

Units 7 through 8, Country Oaks Condominium Phase 11
[09-318-0007 through 09-318-0008]

Units 9 through 12, Country Oaks Condominium Phase 12
[09-322-0009 through 09-322-0012]

Units 13 through 14, Country Oaks Condominium Phase 13
[09-329-0013 through 09-329-0014]



Chw
4/20/2017

APPENDIX B

BYLAWS

OF THE

**COUNTRY OAKS CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.**

2017

BYLAWS
OF THE
COUNTRY OAKS CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

The Country Oaks Homeowners Association (the Association) is an association of condominium Unit Owners organized as a nonprofit corporation under the provisions of the Utah Revised Nonprofit Corporation Act to manage and maintain the Country Oaks condominium, which has been developed under the provisions of the Utah Condominium Ownership Act.

The administration of the Association shall be governed by all applicable Federal and State Laws; by all applicable county and city ordinances of Davis County and Layton City; by the recorded Revised and Amended Declaration of Covenants, Conditions, and Restrictions of the Association (The Declaration); by these Bylaws; and by Rules and Regulations established by the Board of Directors of the Association.

ARTICLE I

APPLICATION OF BYLAWS

- 1.1 All present and future Unit Owners, tenants, lessees, and other occupants of Units in the Country Oaks Condominium and any persons who may enter or use any of the Common Property and Facilities in any manner are subject to these Bylaws and all Rules and Regulations. The use of any portion of the Property shall constitute an agreement to comply with the provisions of these Bylaws and any rules and regulations made pursuant hereto. For the purposes of this document, Owners of Units in the Condominium may also be referred to as Members of the Association.
- 1.2 The definitions contained in the Declaration also apply to these Bylaws.

ARTICLE II

FISCAL YEAR

- 2.1 The fiscal year shall be from April 1st to March 31st of the following calendar year unless changed by a decision of the Board of Directors.

ARTICLE III

BOARD OF DIRECTORS

- 3.1 The administration of the Condominium Property on behalf of the Association shall be conducted by a Board of Directors of 5 natural individuals (the Board) who are Unit Owners. Only one Owner of a Unit may serve on the Board at any one time. The Board of Directors, for the benefit of the Association, shall manage the business, property, and affairs of the Association and enforce the provisions of The Declaration, these Bylaws, and the Rules and Regulations of the Association. The Board has the fiduciary responsibility for the Association.
- 3.2 A resolution supported and voted for by 3 or more members of the Board shall be considered to be adopted by the full Board and shall be binding on all of the members of the Board.
- 3.3 Members of the Association shall elect members of the Board at each annual meeting of the Country Oaks Homeowners Association, pursuant to the provisions of Article 3.4, below.
- 3.4 The Nominating Committee: At least 30 days prior to each annual meeting of the Homeowners of the Association, the Board shall appoint a Chairperson and two other Members of the Association to serve as a Nominating Committee, which committee will ensure that there is at least one more candidate for election to the Board than there are vacant positions on the Board. One member of the Nominating Committee shall be a member of the Board whose term is not expiring. The Secretary of the Association will provide notice to the Members of the Association, at least 21 days before the date of the annual meeting of the Association, of the identity of the members of the Nominating Committee.

Members of the Association who desire to be a candidate to serve on the Board may, no later than 10 days prior to the annual meeting of the Association, file a written petition with any member of the Nominating Committee, which petition shall be signed by the candidate and at least 10 other Unit Owners and in which the candidate indicates his or her willingness to serve as a member of the Board of Directors for a full two year term, and to support all majority decisions of the Board, if elected.

If by 7 days prior to the Annual Meeting, the Nominating Committee has not received enough petitions to have the required number of candidates, the Nominating Committee will actively recruit the required additional candidate or candidates.

The Chairperson of the Nominating Committee will present the names of the eligible candidates and introduce them to the Members of the Association as part of the business of the Annual Meeting of the Homeowners. In that meeting, the members of the Nominating Committee will distribute to, and receive the ballots for the election of the Board Members from the Unit Owners or their properly designated proxies. The Nominating Committee will verify the ballots, tabulate the results of the voting, and announce the names of the new duly elected members of the Board.

- 3.5 Members of the Board of Directors shall serve for terms of 2 years unless their term is made shorter by reason of death, resignation, failure to attend, or removal. Any member of the Board may resign at any time by giving written notice to the President or Acting President of the Association. Any member of the Board of Directors who fails to attend, either in person or by electronic communication, 3 consecutive meetings of the Board or fails to attend, either in person or by electronic communication, at least 50 percent of the meetings of the Board during any 12-month period shall automatically forfeit his or her membership on the Board.
- 3.6 No member of the Board of Directors shall serve in terms of more than six (6) consecutive years and may not subsequently be elected or appointed to serve again on the Board before having not served on the Board for at least three (3) consecutive years.
- 3.7 The members of the Board of Directors shall receive no compensation for their services. However, they may be reimbursed for incidental non-travel expenses related to their services for the Association. Members of the Board of Directors may not be employees of the Association.
- 3.8 Any Member of the Board may be removed from the Board by a vote of the Owners of at least fifty-one (51) percent of the voting interests of the Association in a special meeting called by the Homeowners, as provided for in Article 5.2 below. The notice of the meeting must state that the removal is to be considered and any Board Member, or Board Members, whose removal has been proposed by the Owners must be given an opportunity to be heard at the meeting. If any Board Member, or Members, is, or are, removed in accordance with this Article, the Homeowners present at that special meeting shall elect a successor, or successors, to fill the vacancy or vacancies thus created. No more than three (3) members of the Board may be removed by the vote of the Homeowners in any one fiscal year of the Association.
- 3.9 Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, failure to attend, or to any reason other than the removal of a Board

Member by a vote of the Association; the remaining members of the Board shall elect a successor Member to serve the remaining term of the vacating Member.

- 3.10 The meetings of the Board of Directors shall be held at such times and places within Davis County, Utah, as the Board of Directors shall determine. Regular and ordinary meetings of the Board where binding action is to be taken may not be held without providing at least 48 hours' notice to the Members of the Association, which notice shall: (1) be delivered to the Owners by email, to the email address that the Owner provides to the Association, by postal mail, or by direct delivery to the entrances of the units of the persons who do not have access to email; (2) state the time and date of the meeting; (3) state the location of the meeting; and (4) if a Board Member may participate by means of electronic communication that allows all Members of the Board participating to be able to communicate orally in real time, provide the information necessary to allow Homeowners to participate by the available means of electronic communication.

When the Board decides that all Board meetings will be held at a standard time and place each month, a general notice stating that fact may take the place of providing individual meeting notices.

- 3.11 Closed Board Meetings: Under the provisions of Utah's open meeting statutes, Board meetings may only be closed (by excluding the presence of any or all non-Board members) if, in an open meeting, a majority of the Board votes to hold a closed meeting. A Board meeting can only be closed for one or more of the following reasons: (1) to consult with an attorney for the purpose of obtaining legal advice; (2) to discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) to discuss a personal matter; (4) to discuss the matter relating to contract negotiations, including review of a bid or proposal; (5) to discuss the matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) to discuss a delinquent assessment or fine.

No final action of any kind may take place in a closed meeting.

- 3.12 Special Meetings of the Board: The President of the Board or any 2 members of the Board may call a special meeting of the Board, provided that, unless the meeting is to address an emergency, the members of the Association are given at least 48 hours' notice of the time and place of that special meeting. Special meetings will only be held to discuss those specific topics as identified in advance in the Notice of the meeting.

- 3.13 Action Taken by the Board Without a Meeting: The Board may take actions without a meeting, provided that the following provisions are met:
- 3.13.1 Notice and response: The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting IF notice is transmitted in writing to each Member of the Board, and each Member of the Board, by the time stated in the notice, agrees in writing to the action provided in the notice.
 - 3.13.2 Content of the Notice: The notice required by subsection 3.12.1 (the "Notice") shall state: (1) the action to be taken; (2) the time by which a Board Member must respond to the Notice; (3) that failure to respond in writing by the time stated in the Notice will have the same effect as abstaining; and (4) any other information helpful to the members of the Board.
 - 3.13.3 When the Board takes an action without a meeting, that action must be reviewed again by the Board in its next regular meeting and the action, whether ratified or not, will be described in the minutes of the regular meeting.
- 3.14 Electronic Transmission: A communication may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, request, or revocation, is considered to be written, signed, and dated if the electronic transmission is delivered with information from which the officers of the Association can determine (1) that the electronic transmission is transmitted by the person transmitting it (e.g., from a sender's known email account), and (2) the date on which the electronic transmission is transmitted. The date on which the electronic transmission is transmitted is considered to be the date on which the vote, abstention, demand, request, or revocation is signed. Communications to the Board Members or to the officers of the Association are not effective until received by them.

ARTICLE IV

OFFICERS OF THE ASSOCIATION

- 4.1 The Board of Directors shall appoint (or re-appoint) the Officers of the Association during the first Board meeting following the annual meeting of the Homeowners and at any other time when there is a need to change an appointment of an Officer.
- 4.2 All Officers of the Association shall serve at the will of the Board of Directors. The principal officers shall be a president, secretary, and Treasurer. The Board may appoint

such other Assistant Officers as the Board deems necessary or appropriate. All Officers and Assistant Officers must be Unit Owners.

- 4.3 No Officer shall receive compensation for serving as such. However, they may be reimbursed for incidental non-travel expenses related to their services for the Association.
- 4.4 The President will also be the Chairperson of the Board of Directors and shall be the chief executive of the Association. The President will preside at all meetings of the Homeowners and of the Board of Directors and will have the power to appoint chairpersons and members of committees of the Association. The President is authorized to sign, on behalf of the Association, all enduring contracts of major importance to the business of the Association that have been approved by the Board. The President is authorized to sign any and all amendments of the Declaration of Covenants, Conditions, and Restrictions and these Bylaws when such documents or instruments are recorded with the Davis County Recorder's Office. The President shall also doing perform any other acts approved by the Board of Directors.

The Chairman/President of the Association shall have the authority to govern proceedings and protocols to be followed to manage any meeting of the Board or of the Association.

- 4.5 The Secretary shall record the proceedings of the meetings of the Board of Directors and of the other meetings of the Association and prepare the minutes thereof. The Secretary shall also keep such other records as may be considered records of the Association, provided, however, that the Treasurer and the assistant Treasurer shall be responsible for the financial records of the Association. The Secretary shall be responsible for distributing official Notices from the Board and for the Association and for providing administrative assistance to the president. The Secretary shall serve as the Acting President in the absence or inability of the President to perform his or her responsibilities.
- 4.6 The Treasurer shall be responsible to the Board for the fiscal affairs of the Association, but may do so with the assistance of an Assistant Treasurer, an employee, or a licensed financial or property management agency. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Common Areas and Facilities and expenditures from the Reserve Fund. Such records shall be available for examination by the Unit Owners, upon their written request to the Treasurer to inspect and copy any part thereof, during regular business hours, subject to the fees allowable under Utah State law.

The Treasurer will keep the members of the Board informed of any delinquencies in the payments of fees and assessments by any of the Unit Owners, with the understanding that the discussion of any individual delinquencies can only be discussed in closed meetings of the Board.

The Treasurer will also take the lead in developing the annual budgets and obtaining or conducting the Reserve Analysis and for presenting such information at the annual meeting of the Homeowners of the Association.

- 4.7 Accounting: The Treasurer, with or without assistance, shall keep all financial books and accounts of the Association in accordance with generally accepted industry practices. The financial books and accounts may be subject to quarterly inspection by a special committee appointed by the President on the recommendation of the Treasurer and shall be subject to an annual compilation by a qualified accountant within 60 days after the end of the fiscal year.
- 4.8 The Treasurer shall submit timely periodic statements to the Board and to each of the Members of the Association, by electronic messages or otherwise, of the amounts due for their fees and/or assessments, but any failure to do so will not absolve any Member from the obligation to pay his or her share of those fees or assessments.
- 4.9 The Treasurer may be assisted in all his or her duties by a qualified agency or property manager when such is engaged for the Association by the Board.

ARTICLE V

MEETINGS OF THE ASSOCIATION

- 5.1 There shall be an annual meeting of the Unit Owners in the Association on the second Tuesday of July at 7:00 PM at the Condominium Property or at another reasonable place or time (not more than 60 days before or after such date) as may be designated by written notice by the Board of Directors. The notice of an alternative date and place and time fixed for the annual meeting shall be delivered to the unit Owners not less than fifteen days prior to that meeting.
- 5.2 Special Meetings of the Association: The Association, by and through the Board, shall notice, hold, and conduct a special meeting of its members (1) on-call of the Board, with at least fifteen (15) days' notice to the Owners, or (2) if the Board receives one or more written demands for a meeting, which state the purpose or purposes for which a

meeting is to be held, signed and dated by Owners holding at least one fourth (1/4) of the voting interests of the Association.

When a special meeting is demanded by the Owners, the Board shall set the time and date for the meeting so that the meeting occurs within sixty-five days of the receipt of the demand. If the notice of that meeting is not given by the Board to the members of the Association within thirty days after the date the written demand is delivered to an officer of the Association, a person signing the demand as described above may set the time a place of the meeting and give at least fifteen days' notice to all Owners. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

- 5.3 Proxies: Unit Owners may appoint proxy persons to represent them at meetings of the Association provided that the documents appointing the proxy are presented in writing to the Secretary of the Association, or other designated special committee members, at or prior to the starting time of the meeting. Any individual can be appointed as a proxy, whether that individual is a Homeowner in the Association or not, or the proxy may be assigned to the Board of Directors.

Whether in person or by proxy, there can only be one representative for each unit of the condominium property.

The proxy documents must specify the name, or names, of the Unit Owners who are appointing the proxy, the address of the Unit for which the proxy is being appointed, the date of the meeting in which the proxy is to attend for the unit Owner or Owners, and a statement as to what the proxy is empowered to do, for example, whether the proxy will simply count for attendance at the meeting or is also allowed to vote for the unit Owner or Owners during the meeting.

The Owners' personal instructions to their proxies, including instructions as to which candidates to vote for an election, may be on a separate document than the one that will be submitted to the Secretary or other designated special committee members.

- 5.4 Presence of a Quorum: No action may be taken at any meeting of the Unit Owners of the Association without the presence of a quorum, which is the minimum number of members of the Association that must be present, either in person or by proxy, for any of the proceedings of that meeting to be valid.

The minimum number required for a quorum shall be fifty percent (50%) of the ownership of the undivided Common Area and Facilities, except that, in the case of the Annual Meeting of the Homeowners of the Association, if a quorum is not present at the

date and time specified in Article 5.1, the meeting will be adjourned for 24 hours, at which time it shall reconvene and any number of Unit Owners present at such subsequent meeting shall constitute a quorum for the purposes only (1) for electing members to the Board of Directors, (2) for discussing the annual budget, and (3) for voting on whether to fund the Reserve Fund Line Item in the Budget.

- 5.5 Majority Required: action on a matter other than the election of Board Members is approved and shall be binding for all purposes if a quorum exists and the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or by the Declaration, the Bylaws, or Articles of Incorporation.

In the case of balloting for members of the Board of Directors when only two members of the Board are to be selected, the two candidates receiving the highest number of votes will be elected. When three members of the Board are to be selected, the three candidates receiving the highest number of votes will be elected. The President may call for a runoff ballot if needed in the case of a tied vote.

- 5.6 Action by Written Ballot in Lieu of a Meeting: Any action, other than election of Directors, that may be taken at any annual, regular, or special meeting of the Homeowners may be taken without a meeting if the Board of Directors causes to be delivered a written ballot to every Owner entitled to vote on the matter not less than fifteen (15) days prior to the date on which the ballots must be received by the designated representatives of the Association in order to be counted.

A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter.

Action taken under this section has the same effect as action taken at a meeting of Owners and made be described as such in any document. Written ballots, whether submitted in a meeting or not, may not be revoked once received by an officer of the Association or by a member of a special committee of the Association appointed to receive the ballots.

The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return

identification envelope to be signed by the Owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning the ballots has passed.

- 5.7 Action without Notice and a Meeting: any action required to be taken or which may be taken at a meeting of Owners may be taken without a meeting and without prior notice if one or more written consents, setting forth the action so taken, are signed by Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. All such written consents must be received by the Association within a sixty (60) day period. Any such written consents may be received by designated representatives of the Association electronically.

Unless the written consents of all Owners entitled to consent have been obtained, notice of any action to be taken without a meeting under this Article shall be given to those Owners who have not consented in writing at least 10 days before the consummation of the transaction, action, or event authorized by the action. The notice shall contain or be accompanied by the same material that would have been required to be sent in a notice of the meeting at which the proposed action would have been submitted to the Owners for action and state a specified date of consummation of the action, giving those Owners at least 10 days to respond.

During that response period, any Owner giving a written consent may revoke his or her consent by a signed writing: (1) describing the action, (2) stating that the Owner's prior consent is revoked. This writing must be received by an authorized officer of the Association prior to the specified date of consummation of the action.

ARTICLE VI

SPECIAL COMMITTEES

- 6.1 The Board of Directors, by resolution, may establish such special committees as it deems to be beneficial to the Association. The resolution shall specify the purposes of the committee or committees and the duties and powers thereof. Each special committee shall consist of at least two members, one of which shall be the chairperson who is a Unit Owner, appointed by the President of the Association or by the Board. The chairpersons of the special committees shall report the activities of their committees to the Board of Directors at meetings of the Board of Directors when asked to do so by the President or when the committees have useful information to report to the Board. The

President shall also have the power to appoint persons to fill vacancies occasioned by death, resignation, removal, or inability to act of any special committee member at any time.

ARTICLE VII

AMENDMENT OF BYLAWS

- 10.1 The Unit Owners shall have the right to amend these Bylaws by using the same procedures and requirement as are required to amend the Declaration as stated in Article 23.1 of the Declaration.

ARTICLE XI

SEVERABILITY

- 11.1 Each of the provisions in these bylaws shall be deemed independent and severable, and the invalidity or partial invalidity, or unenforceability of any one provision hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE XII

TOPICAL HEADINGS

- 12.1 The topical headings of the paragraphs contained in these Bylaws are for convenience only and do not necessarily define, limit, or construe the contents of the paragraphs or of the Bylaws.

ARTICLE XIII

EFFECTIVE DATE

- 13.1 These bylaws shall take effect upon recording at the Davis, Utah, County Recorder's Office.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned President of the Country Oaks Homeowners Association Inc. hereby certifies that the condominium Unit Owners holding at least two-thirds of the undivided ownership interest in the Common Area and Facilities of the Country Oaks Condominium have consented to and approved this Restated and Amended Declaration of Covenants, Conditions, and Restrictions for the Country Oaks Condominium.

In Witness Whereof, this 20 day of April, 2017

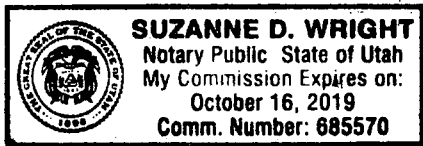
By Ann Benson, President

STATE OF UTAH }

COUNTY OF DAVIS }

On the 20th day of April, 2017, personally appeared before me Ann Benson

who being duly sworn did say he or she is the President of the Country Oaks Homeowners Association Inc. and the Chairman of the Board of Directors of that Association and said that this instrument was signed on behalf of said Board and Association by authority of that Board and duly acknowledged to me that he or she is the signer of this instrument.



Suzanne D. Wright
NOTARY PUBLIC