



W2834757

E# 2834757 PG 1 OF 76
Leann H. Kilts, WEBER COUNTY RECORDER
30-Dec-16 0306 PM FEE \$192.00 DEP T
REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

Amended and Restated
Declaration
of
Covenants Conditions & Restrictions
of
Edgemont Townhouses
A PLANNED UNIT DEVELOPMENT

11-124-0001 through 11-124-0022
11-125-0001 through 11-125-0012

DECEMBER 2016

TABLE OF CONTENTS

1. DEFINITIONS.....2

2. PROPERTY DESCRIPTION.....4

3. MEMBERSHIP AND VOTING RIGHTS.....4

4. PROPERTY RIGHTS IN COMMON AREAS.....4

5. ASSESSMENTS.....6

6. OPERATION AND MAINTENANCE.....8

7. INSURANCE.....10

8. USE RESTRICTIONS.....12

9. ARCHITECTURAL CONTROL.....12

10. PARTY WALLS.....13

11. MORTGAGE PROTECTION.....14

12. RENTER RESTRICTIONS.....15

13. OWNERSHIP LIMITATION.....19

14. PETS.....19

15. COLLECTING HOA FEES FROM TENANTS.....20

16. ATTORNEY FEES.....22

17. NO BUSINESS.....22

18. NUISANCE AND ILLEGAL ACTIVITIES.....22

19. SMOKING PROHIBITED IN UNITS AND IN LIMITED COMMON AREAS.....23

20. RESERVE FUND.....26

21. ELECTRONIC NOTICE TO MEMBERS.....27

22. DISPUTE RESOLUTION.....28

23. MISCELLANEOUS.....30

Exhibit A Legal Description

Exhibit B Bylaws

Exhibit C Maintenance Chart

Exhibit D Maintenance Duties

Exhibit E Rental Owners

Exhibit F Pet Ownership Agreement

Exhibit G.....Edgemont Aggressive Dog Restriction List

Exhibit H.....Edgemont Satellite Dish Antenna Policy

Amended and Restated
Declaration
of
Covenants Conditions & Restrictions
of
Edgemont Townhouses
A PLANNED UNIT DEVELOPMENT

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Edgemont Townhouses (“Restated Declaration”) is made and executed on the date shown below after being voted on and approved by the Owners in accordance with the governing documents of the Edgemont Homeowners Association, Inc., a Utah nonprofit corporation, (hereinafter “Association” or “Edgemont”).

RECITALS

WHEREAS, Edgemont Townhouses was created by a Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision (hereinafter “Enabling Declaration”) recorded in the records of Weber County, Utah, on December 3, 1970, in book 955, beginning on page 420; and

WHEREAS, the Enabling Declaration was amended by the Amended Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, (hereinafter “1987 Declaration”) recorded in the records of Weber County, Utah, on January 6, 1987, as entry number 994839, in book 1506, beginning on page 2770; and

WHEREAS, the Property that is the subject of this Restated Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit “A”, attached hereto and incorporated herein by this reference, and including the Common Area that is appurtenant to each Unit as shown on the Plat Maps for Edgemont Townhouses, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 34 units at Edgemont Townhouses; and

WHEREAS, Edgemont Homeowners desire to amend and restate the Enabling Declaration and all subsequent amendments to the Enabling Declaration for the purpose of updating and modifying the restrictive covenants in effect at Edgemont; and

WHEREAS, The Edgemont Homeowners Association, Inc. was created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of the Project subject hereto and is operated in accordance with this Restated Declaration and the Bylaws of the Association. The Bylaws of the Association were adopted on April 12, 2010, and are recorded in the Weber County Records office as entry number 2466893,

pages 12 through 19. The Bylaws shall continue to serve as the Bylaws of the Association and shall not be rescinded by this Restated Declaration. This Restated Declaration, the 1987 Declaration, the Bylaws, and all other rules or regulations adopted by the Board shall collectively be referred to herein as the "Governing Documents."

NOW THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace the Enabling Declaration, any amendments to the Enabling Declaration and any additional prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing the Project. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation of the Edgemont Homeowners Association, Inc., a Utah nonprofit corporation, the Association Bylaws, the Articles of Incorporation on file with the State of Utah; and, any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify the legal status of the Project.

It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and for the benefit of the Association and all Owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The Edgemont Enabling Declaration and Governing Documents are hereby amended and restated as follows:

Amendments

ARTICLE 1 DEFINITIONS

When used in this Restated Declaration (including that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

- 1.1 **Act** shall mean and refer to the Utah Community Association Act (Title 57, Chapter 8a, Utah Code Annotated) as the same may be amended from time to time.
- 1.2 **Association** shall mean and refer to Edgemont Homeowners Association, a Utah nonprofit corporation.
- 1.3 **Board of Directors** or **Board** shall mean the Board of Directors for the Association.
- 1.4 **Bylaws** shall mean the Bylaws of the Edgemont Homeowners Association, a Utah nonprofit

corporation, which Bylaws were adopted on April 12, 2010, and recorded in the Weber County Recorders office as entry number 2466893, and incorporated therein on pages 12 through 19. A copy is attached hereto as Exhibit "B".

- 1.5 **Common Areas** shall mean and refer to that part of the Property which is not included within the Lots, including all improvements now or hereafter constructed or located thereon.
- 1.6 **Development** shall mean and refer all phases of the Edgemont Subdivision in existence as of the date this Restated Declaration is recorded.
- 1.7 **Limited Common Areas** shall mean the back patio of each unit, including the full concrete pad, as well as the interior of each carport and the courtyard area located between a Unit and a carport.
- 1.8 **Lot** shall mean and refer to any of the separately numbered and individually described plots of land described on a Plat:
- (a) which is intended to be owned individually, rather than by the Association of Owners or in common by Owners of different Lots; and
 - (b) which is intended to be used as the site of one or more Units.
- 1.9 **Member** shall mean and refer to every person who holds membership in the Association by virtue of being an Owner of a Lot.
- 1.10 **Mortgagee** shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust.
- 1.11 **Owner** shall mean and refer to the person(s) who is the Owner of record (in the office of the County Recorder of Weber County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. An Owner shall not include someone who purchases a Lot under an unrecorded contract since Edgemont has no way of knowing who an Owner is unless the transfer of an ownership interest is recorded at the Weber County Recorders Office.
- 1.12 **Plat or Plat Map** shall mean and refer to any subdivision plat or any plat or map which describes or creates one or more Lots.
- 1.13 **Project** shall mean shall mean all Lots and Common Areas, collectively.
- 1.14 **Property** shall mean and refer to all of the real property in the Project.

1.15 **Restated Declaration** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Edgemont Townhouses.

1.16 **Unit** shall mean and refer to a structure on a Lot which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

ARTICLE 2 PROPERTY DESCRIPTION

2.1 **Subject Property.** The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Restated Declaration consists of the real property located in Weber County, Utah, known as Edgemont Subdivision and more fully described on Exhibit "A" attached hereto.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

3.1 **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.

3.2 **Voting Rights.** Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held.

3.3 **Bylaws.** The Bylaws attached hereto as Exhibit "B" shall govern the affairs of the Association as set forth therein and shall be binding all Lot Owners and upon the Association.

3.4 **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy, or by absentee ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE 4 PROPERTY RIGHTS IN COMMON AREAS AND LIMITED COMMON AREAS

4.1 **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such Member's Lot.

4.2 **Form for Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No. ____ Edgemont Subdivision, as the same is identified in the Weber County records, TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Restated Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

4.3 **Limitation on Easement.** A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to suspend a Member's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Member's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the Provisions of this Restated Declaration or of any rule or regulation promulgated by the Association;
- (b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- (c) The right of the City of Ogden, the County of Weber, and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, animal control, and providing any other governmental or municipal service; and
- (d) The right of the Association to dedicated or transfer all or any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by a two-thirds (2/3) vote of Members at a meeting duly called for such purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

4.4 **Recreational Vehicles and Parking.** No boats, trailers, recreational vehicles, commercial trucks or vehicles belonging to Owners or other residents of the Property shall be parked or stored in or upon any of the Common Areas or the carports of any Lot. However, as an exception, motor homes and camp trailers may be parked temporarily for not more than twelve (12) consecutive hours for the purpose of loading and unloading the vehicles only.

- 4.5 **Unregistered and Inoperable Vehicles.** No Unregistered or inoperable vehicles shall be parked anywhere on the Common Area or the Limited Common Area (including carports) for more than seven (7) days.

**ARTICLE 5
ASSESSMENTS**

- 5.1 **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.
- 5.2 **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: maintenance, repair, and improvement of the Common Areas; management and supervision of the Common Areas, including the payment of accounting and legal services; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; maintenance and repair of the exteriors of Units; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Association's Governing Documents.
- 5.3 **Monthly Assessment.** The monthly assessment may be increased or decreased as determined by the Board to meet the financial needs of the Association. If the Board intends to increase the monthly assessment by more than ten percent (10%) in any twelve month period, the Board shall proceed as follows:
- (a) Before voting to increase the monthly assessment by more than ten percent (10%) the Board shall, (i) at least 10 days, but not more than 30 days, before the Board will meet to consider an increase in the monthly assessment, deliver notice to Lot Owners that the Board is considering an increase of more than ten percent (10%) in the monthly assessment; and (ii) provide an open forum at the Board meeting giving Lot Owners an opportunity to be heard at the Board meeting before the Board takes action to increase the monthly assessment.
 - (b) A Board action to increase the monthly assessment by more than ten percent (10%) in accordance with this Article shall not take effect if within 45 days after the date of the Board meeting where the increase was approved, there is a vote of disapproval by at least 51% of all the Lot Owners' voting interests at a special meeting called for that

purpose by the Lot Owners under the Bylaws. The Board has no obligation to call a meeting of the Lot Owners to consider disapproval, unless Lot Owners submit a petition, in the same manner as the Bylaws provide for a special meeting, for the meeting to be held. Upon the Board receiving a petition the effect of the Board's action is stayed until after the meeting is held, and is subject to the outcome of the meeting.

- (c) The Board of Directors of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount as described in this Article 5.3.

5.4 **Special Assessments.** The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repair or replacement in connection with the Common Areas or the exteriors of Units. Any such special assessment must be assented to by more than fifty percent (50%) of all votes which Members, present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5 **Quorum Requirements.** The quorum required for any action authorized by 5.4 above shall be as follows: At the first Meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting, another meeting may be called (subject to the notice requirements set forth in Article 5.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. If a quorum is not present at the second meeting, another meeting may be called (subject to the notice requirements set forth in Article 5.4) at which a quorum shall be made up of all those in attendance at the meeting. No such subsequent meeting shall be held more than forty five (45) days following the immediately preceding meeting.

5.6 **Uniform Rate of Assessment.** Both monthly and special assessments shall be fixed at a uniform rate for all Lots.

5.7 **Monthly Assessment Due Dates.** The monthly assessments provided for herein shall be due on the 1st of each month and late after the 15th. At least 15 days prior to the effective date of any change in amount of the monthly assessment the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5.8 **Certificate Regarding Payment.** Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot the Association shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge a fee for providing this information in the maximum amount permitted by law.

- 5.9 **Effect of Nonpayment - Remedies.** Any assessment not paid when due shall, together with the costs of collection, constitute and remain a continuing lien on the Lot, provided however that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments become due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall pass to the Owner's successors in title. If the assessment is not paid within ten days after the due date, the assessment shall have added thereto a late fee of twenty-five dollars (\$25.00). If the assessment is not paid within thirty days after the due date, the assessment shall have added thereto an additional late fee of thirty dollars (\$30.00). The Association may bring an action either against the delinquent Owner who is personally liable, or may foreclose the lien against the Lot in the same manner as foreclosures of trust deeds as permitted by Utah law. Any judgment or foreclosure obtained by the Association shall include reasonable attorney fees, costs or court costs, and each and every other expense incurred by the Association in collecting the delinquent assessment or in enforcing its rights.

ARTICLE 6 OPERATION AND MAINTENANCE

- 6.1 **Maintenance of Lots.** The interior of each Lot and Unit shall be maintained in a clean, neat and orderly condition by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot or Unit. The Association shall have no obligation regarding maintenance except as provided in this Restated Declaration. For purposes of this Restated Declaration, the phrase "interior of each Lot and Unit" includes the fenced in patio area within each Lot and the carport.
- 6.2 **Operation and Maintenance by Association.** The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make the Common Areas appropriately usable in conjunction with the Lots and to keep the Common Area clean, functional, attractive, and generally in good condition and repair. The Association shall pay for the repair, maintenance and replacement of fences. However, if the need to repair, maintain or replace a fence is due to the neglect, negligence, or actions of the Lot Owner or resident of the Lot, the Lot Owner shall be responsible for the cost of repairing, maintaining or replacing the fence. Moreover, the Owner shall be responsible for their individual party wall as set forth herein.
- 6.3 **Exterior Maintenance.**
- (a) In addition to maintenance of the Common areas, the Association shall provide exterior maintenance upon each Lot and Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, exterior fence surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Lot owners are responsible to maintain, repair and replace all exterior entrance doors to their Unit.

- (b) In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, except to the extent covered by the Association's insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The Owner, his family, guest or invitees shall also be responsible for damage caused to any other Lot.
- (c) Attached hereto as Exhibit "C" and incorporated herein by this reference is an Association Maintenance Chart which indicates those areas within the Association which shall be maintained, repaired and replaced by either the Association or the Lot Owners. Notwithstanding any other provisions contained in this Restated Declaration, the provisions of the Maintenance Chart shall control. The Association shall also maintain those area described in the attached Exhibit "D".
- 6.4 **Seasonal Decorations.** Seasonal decorations may be installed no more than one month prior to a holiday and must be removed within ten (10) days after the holiday (weather and winter conditions permitting). If, in the Board's sole discretion, any seasonal decorations are determined to be unreasonable, then the Board may request that the Owner who put up the seasonal decorations remove the decorations. The decorations shall then be removed by the Owner within 48 hours. If any decorations damage the exterior of a unit or the Common Area, the Owner responsible for the installation of the decorations shall reimburse the Association for any costs associated with the repair of the damaged area.
- 6.5 **Utilities.** The Association shall pay for all utility services furnished to each Lot except telephone and any other services which are separately billed or metered to individual Lots by the utility or other party furnishing such service.
- 6.6 **Manager.** The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged may be an independent contractor or an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.
- 6.7 **Terms of Agreement.** Any agreement for professional management of the Project which may be entered into by the Association shall call for a term not exceeding one year, renewable by agreement of the parties for successive one-year periods and shall provide that for cause such management agreement may be terminated by the Association upon not in excess of thirty (30) days written notice.
- 6.8 **Management of the Association.** The Project is managed by the Edgemont Homeowners Association, Inc., a Utah nonprofit corporation. All Owners are Members of Edgemont Homeowners Association, Inc.

**ARTICLE 7
INSURANCE**

- 7.1 **Insurance and Bond.** The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverages:
- (a) **Fire and Casualty Insurance.** A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project as set forth in the Utah Condominium Ownership Act. Such policy or policies shall name as insured the Association, as trustee for the Owners, and all persons holding an interest in the Project or any of the Units, as their interests may appear. Each policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each mortgagee which from time to time shall give notice to the Association of such mortgage. Each policy also shall provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each mortgagee who has requested such notice in writing. The Association shall, upon request, furnish to each Owner a certificate of coverage.
 - (b) **Fidelity Insurance or Bond.** Appropriate fidelity insurance or a bond to protect against dishonesty of members of the Board and any person or entity handling funds of the Association, including, but not limited to, employees of the professional managers, the minimum amount of such coverage to be as required by the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.
 - (c) **Public Liability and Property Damage Insurance.** A policy or policies insuring the Association, the Board, and each Owner against any liability incident to the ownership, operation, maintenance, or other use of the Project or of any Unit which may arise among themselves, to the public, and to any invitees, guests, or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$500,000.00 for any person injured, \$1,000,000.00 for all persons injured in any one accident, and \$250,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement to which the rights of the named insureds as between themselves are not prejudiced. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until after ten (10) days written notice to each and all of the insureds.
 - (d) **Workmen's Compensation Insurance.** The Association shall obtain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.
 - (e) **Additional Insurance Provisions.** The following additional provisions shall apply with respect to insurance:

- (i) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature and use. The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Restated Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.
- (ii) The Association shall have the authority to adjust losses.
- (iii) In no event shall the insurance coverage secured and maintained by the Association be brought into contribution with insurance held by individual Unit Owners or their mortgagees.
- (iv) Each policy of insurance obtained by the Association shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Board members, the Manager, the Unit Owners, and their respective servants, agents, and guests that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Association or of the Manager without a prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Unit Owners.
- (v) The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review shall include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.
- (vi) Each Unit Owner may (and should) obtain additional insurance at his own expense in the form of an HO-6 policy, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association.
- (vii) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, and the Utah Condominium Ownership Act.
- (viii) Notwithstanding any provisions to the contrary herein, so long as the Federal National Mortgage Association ("FNMA") or Government National Mortgage Association holds a mortgage or beneficial interest in a trust deed

on a Unit in the Project, or owns a Unit, and such Units are insured under a blanket or master type casualty insurance policy maintained by the Association, then such policy shall insure the Units with fire and extended coverage for the full insurable value, with replacement cost coverage, and agreed value endorsement. Such policy shall also meet all other requirements and contain such other coverage and endorsements as may be required from time to time by FNMA or GNMA. The Association shall also maintain in effect a fidelity bond meeting all FNMA or GNMA requirements.

ARTICLE 8 USE RESTRICTIONS

- 8.1 **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into with respect any portion of the Common Areas.
- 8.2 **Use of Lots.** All Lots are intended to be improved with Units and are restricted to such use. Each Unit shall be used only as a single-family residence with no more than two persons allowed to reside in a Unit for each bedroom in the Unit. No Lot or Unit shall be used, occupied, or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner, or in a way which could result in an increase in the cost of any insurance covering the Common Areas. Any Lot Owner who does not reside in his Unit shall have no rights to use of the Common Area.
- 8.3 **No Leasing of Common Areas.** None of the Common Areas, recreational facilities, parking space or other amenities contemplated as a part of the development shall be leased to the Owners or to the Association.
- 8.4 **Garbage Can Storage.** Garbage cans shall be stored at the front of the carport (by the storage closet), and shall not be kept at the back of the carport (by the street).
- 8.5 **Satellite Dish Policy.** Any Owner wishing to install a satellite dish should follow the satellite policy outlined in the attached Exhibit "H" and obtain board approval by completing and submitting the attached Edgemont Satellite Dish Antenna Approval Form.

ARTICLE 9 ARCHITECTURAL CONTROL

- 9.1 **Architectural Control Committee.** The Board of Directors of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board shall perform the duties required of the Committee.

- 9.2 **Submission to Committee.** No Unit, accessory or addition to a Unit which is visible from the Common Areas, landscaping, or other improvement of a Lot which is visible from the Common Areas shall be constructed, maintained, or accomplished, and no alteration, repainting, or refurbishing of the exterior of any Unit shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Architectural Control Committee.
- 9.3 **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it the Committee shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures.
- 9.4 **Approval Procedure.** Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after the Committee has received a written submission from the Lot Owner. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.
- 9.5 **Construction.** Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupy unimproved portions of the Common Areas in the vicinity of the activity.
- 9.6 **No Liability for Damages** The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article 9.
- 9.7 **Licensed Contractor.** Before the Committee approves any improvement to a Lot, the Owner who is seeking to improve the Lot shall first submit proof to the Committee that the contractor who is doing the work has been licensed by the State of Utah and carries adequate insurance to protect the Association from any damages or claims which could impact the Association.
- 9.8 **Verification of Funds.** Before the Committee approves any improvement to a Lot, the Owner who is seeking to improve the Lot shall first submit a breakdown detailing the estimated costs of the construction. The Owner shall also submit documentation verifying that he or she has the funds needed to complete the project.

ARTICLE 10 PARTY WALLS

- 10.1 **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Unit upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article 10, the general rules of the law regarding party walls and liability for property damage

due to negligence or willful acts or omissions shall apply thereto.

- 10.2 **Sharing of Repair and Maintenance.** In the event the Association's insurance does not provide coverage, the cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- 10.3 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, the insurance provisions contained in the Act shall govern the repair of the party wall. In the event the Act does not resolve all the issues involving the use or repair of the party wall, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.
- 10.4 **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, except to the extent coverage by the Association's property or casualty insurance.
- 10.5 **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- 10.6 **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE 11 MORTGAGE PROTECTION

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

- 11.1 **Abandonment, Termination, Etc.** Unless all of the Eligible Mortgagees of the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:
- (a) To abandon or terminate the Project;
 - (b) To partition or subdivide any Lot or the Common Areas;
 - (c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer, or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas; or

- (d) To use hazard insurance proceeds resulting from damage to any part of the Development for any purposes other than the repair, replacement, or reconstruction of such improvements.
- 11.2 **Condemnation or Eminent Domain Proceedings.** The Association shall give written notice to all institutional Eligible Mortgagees of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.
- 11.3 **Right of Inspection of Records, Statements, Etc.** Any Eligible Mortgagee shall have the right, at its request and expense and upon reasonable notice to:
- (a) Inspect the books and records of the Association during normal business hours;
 - (b) Receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Association; and
 - (c) Receive fifteen days written notice of all meetings of Owners in the Association.
- 11.4 **Rights Upon Foreclosure of Mortgage.** Each holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgaged Lot.
- 11.5 **The term “Eligible Mortgagee.”** as used herein shall mean and refer only to a mortgagee, beneficiary under a trust deed, or lender who has provided its address, in writing, to the Association, and requested notice in writing of certain matters from the Association in accordance with this Restated Declaration.

ARTICLE 12 RENTER RESTRICTIONS

WHEREAS, the Lot Owners of Edgemont desire to preserve and enhance the quality of life at Edgemont and have purchased their Units at Edgemont for the purpose of using their Unit as an Owner occupied single family residence; and

WHEREAS, the Lot Owners believe the planned unit development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are Owners or renters and are committed to the long-term

welfare and good of the community; and

WHEREAS, because the Lot Owners at Edgemont own a shared and undivided interest in the Association Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and should not be used by those who do not possess an ownership interest in the Common Area, and any Owner who does not live in his unit relinquishes all rights to use of the Common Area to his tenants; and

WHEREAS, the Lot Owners realize that the value of their Units are directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-Owner occupied Units that can exist in a planned unit development; and further, when too high a percentage of non-Owner occupied Units exist in a planned unit development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting Lot Owners' ability to sell their Units and depressing the value of all the Units at Edgemont; and

WHEREAS, the Lot Owners have determined through the years of their collective experience that Lot Owners are more responsive to the needs of the Association community, take a greater interest and care of the Common Area, and are generally more respectful of the Association rules;

THEREFORE, To accomplish the Lot Owners' objectives, the following amendment is adopted limiting and restricting the number of Units that may be rented at Edgemont:

- 12.1 **Leasing Prohibited.** The leasing of Units at Edgemont is prohibited unless the leasing is consistent with this Article.
- 12.2 **Limited Leasing Permitted.** No Unit may be rented or leased for less than twelve (12) consecutive months. No short term, weekly, weekend, or overnight rentals, shall be permitted.
- 12.3 **Ten Percent Cap.** Not more than ten percent (10%) of the Units at Edgemont shall be occupied by non Lot Owners at any one time.
- 12.4 **Board Approval of Leases.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Edgemont Board who shall determine compliance with this Article 12.
- 12.5 **Notification to Board.** Any Lot Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non-Lot Owner shall notify the Board in writing of their intent to lease their Unit. The Board shall maintain a list of those Lot Owners who have notified it of an intent to lease their Unit and shall grant permission to Lot Owners to lease their Unit in the same order the Board receives the written notice of intent to lease a Unit from the Lot Owners. No permission shall be granted to lease a Unit until less than ten percent (10%) of the Units at Edgemont are occupied by a non-Lot Owner. Lease to own situations shall be

granted for a period of a 12 month maximum.

12.6 Restrictions Not Applicable. The restrictions contained herein shall not apply:

- (a) To a Lot Owner who is a member of the military and is temporarily deployed out of the State of Utah, and by reason of the temporary deployment is required to move from the Unit during the period of temporary military deployment. The Lot Owner who is temporarily deployed may lease their Unit during the period of temporary military deployment. However, if the Lot Owner moves from the Unit due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Unit and Lot Owner;
- (b) To a parent, grandparent, or child who is a Lot Owner and leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
- (c) To a Lot Owner who moves at least 30 miles away from the Unit by reason of being relocated out of the State of Utah by the Lot Owner's employer, if relocation of the Owner is scheduled by the employer for a period of less than two years;
- (d) To a Lot Owner who moves at least 30 miles away from their Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or
- (e) To a Lot owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current Resident of the Lot or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Unit.
- (f) Units that are leased under the exceptions contained in this Paragraph 11.6 shall not be counted toward the ten percent (10%) cap on rental restrictions.

12.7 Grandfather Clause. Those Units that are occupied by non Lot Owners at the time this Restated Declaration is recorded at the Weber County Recorders Office may continue to be occupied by non Lot Owners until the Lot Owner transfers the Lot or occupies the Unit; or an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Lot, transfers the Lot or occupies the Unit. A list of Lots to which this Article 12.7 applies is attached as Exhibit "E".

12.8 Transfer of Lot. For purposes of Article 12.8, a transfer occurs when one or more of the following occur: (a) the conveyance, sale, or other transfer of a Lot by deed; (b) the granting of a life estate in the Lot; or (c) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-

month period.

- 12.9 **Tracking.** The Board shall create by rule or resolution, procedures to determine and track the number of rentals and Lots in Edgemont subject to the provisions described in Articles 12.6 and 12.8 above, and shall ensure consistent administration and enforcement of the rental restrictions in this Restated Declaration.
- 12.10 **Rental Unit Defined.** As used herein, “Rentals”, “Rental Unit” or “Lot” means a Lot or Unit owned by an Owner that is Occupied by one or more individuals while, at the same time, the Lot Owner does not occupy the Unit as the Owner’s primary residence.
- 12.11 **Renting Defined.** As used herein, “Renting” or “Leasing” means a Lot that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Unit as the Owner’s primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Unit. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit.
- 12.12 **Non Owner Defined.** As used herein, “Non Owner” means an individual or entity that is not an Owner.
- 12.13 **Occupied Defined.** As used herein, “Occupied” means to reside in the Unit for fifteen (15) or more days in any thirty (30) day period. A Unit is deemed to be Occupied by a Non Owner if the Unit is Occupied by someone other than the Unit Owner.
- 12.14 **Single Family Defined.** “Single Family” means 1) a single person living alone or with the person’s children, 2) up to three unrelated persons, or 3) a husband/wife relationship with or without children.
- 12.15 **Violation.** Any Unit Owner who violates this Article 12 of this Restated Declaration shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Restated Declaration. If Edgemont is required to retain legal counsel to enforce this Restated Declaration, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Restated Declaration.
- 12.16 **Temporary Defined.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from temporarily residing in his or her Unit, while the Owner is present. As used in this paragraph, “temporarily” mean for a period not exceeding fifteen (15) days in any thirty (30) day period.
- 12.17 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

**ARTICLE 13
UNIT OWNERSHIP LIMITATION**

- 13.1 **Ownership Limit.** No Owner shall own more than three (3) Units at any one time, whether personally or through a trust, corporation or other entity in which he owns more than twenty-five percent (25%) of the entity.
- 13.2 **Grandfathered Ownership.** Owners who own four (4) or more Units at the time this Restated Declaration is recorded may continue to own those units, but shall not be permitted to purchase any additional unit(s) in violation of Section 13.1.

**ARTICLE 14
PETS**

- 14.1 **Pet Rules; Grandfather Provision.** Edgemont is a high population density area where large animals are not free to roam and may contribute to a greater degree than small animals to animal related messes at Edgemont. Those pets currently residing within a Unit at Edgemont shall not be subject to the provisions of this Article 14 except as otherwise indicated. However, all pet Owners, including those pets currently residing within a Unit at Edgemont, must sign and agree to abide by the provisions of the Edgemont Pet Ownership Agreement, a copy of which is attached hereto as Exhibit "F". Failure to execute a Pet Ownership Agreement and deliver it to the Board of Directors within 30 days of the date this Restated Declaration is recorded at Weber County will constitute non-refutable evidence that the pet was not residing at Edgemont as of the date this Restated Declaration was recorded. The Board shall have authority to require the removal of any pet that resides at Edgemont in violation of these restrictions.
- 14.2 **Restriction on Aggressive Dogs.** Due to the size, weight, or tendency to be aggressive, dogs listed on the attached Exhibit "G" shall not be permitted to reside at Edgemont unless prior approval has been granted by the Edgemont Board. Prior approval may be granted by the Edgemont Board only upon a showing that the restricted dog is not aggressive, has been properly trained, and is necessary for the well being of the pet owner. Exhibit "G" may be modified by a rule properly adopted by the Board and notice provided to unit owners.
- 14.3 **Restriction on Cats.** Under no circumstances will a cat be kept at Edgemont that is permitted to roam freely outdoors. Whenever a cat is on the Edgemont Common Area or Limited Common Area, the cat shall be on a leash or held by its owner.
- 14.4 **Limitation on Number of Pets.** No more than two animals per Unit may be allowed at Edgemont, which shall be permitted only upon the written approval of the Board when a Lot Owner or resident agrees to abide by the provisions set forth in the Pet Ownership Agreement. Under no circumstances may a dog be present on the Common Areas unless the dog is on a leash or held by a person. No leash shall be longer than 15 feet in length.

- 14.5 **Pet Ownership Agreement.** Under no circumstances may a pet reside at Edgemont or shall the Board approve any application to bring a dog, cat or pet to Edgemont unless the agreements contained in the Edgemont Pet Ownership Agreement are first made in writing by the resident making the application.
- 14.6 **Removal of Nuisance Pets.** The Board shall have authority to require the removal of any dog, cat or pet, if, at any time the resident possessing the animal fails to live up to the representations made in the Pet Ownership Agreement, if the animal causes or creates a nuisance or disturbance, or if the animal demonstrates any type of threatening or aggressive behavior toward humans or other animals.
- 14.7 **Board Approval for Certain Pets.** No animals, livestock or poultry will be allowed, raised, bred or kept in any Unit (with the exception of small birds and small, quiet children's pets, i.e. hamsters) or in the Common Areas and facilities unless the Owner receives written approval from the Board before being brought to Edgemont. The Board has the right to refuse any application to bring an animal into Edgemont if it determines the animal could be a nuisance or could potentially damage the Common Area.

ARTICLE 15 COLLECTION OF DELINQUENT HOA FEES FROM TENANT

- 15.1 **Lease Payment.** In the event an Owner is delinquent in the payment of assessments to the Association, as authorized in the Act, the Association may require a tenant under a lease with a Lot Owner to pay the Association all future lease payments due to the Owner.
- 15.2 **Collecting HOA Fees from Renters.** If the Owner of a Lot who is leasing the Lot fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable, the Board may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.
- 15.3 **Notice to Unit Owner.** The Board shall give the Lot Owner written notice of the Board's intent to demand full payment of all delinquent Assessments from the Owner's tenant. This notice shall be sent by regular first class mail to the last known address of the Owner, as provided on the records of the Weber County recorder or as provided by the Lot Owner to the Board. The notice shall inform the Owner that all delinquent Assessments must be paid to the Association within fifteen (15) days from the date the notice is mailed to the Lot Owner, and if payment is not received within fifteen (15) days, that the Board shall notify the tenant that future lease payments shall be paid to the Association and not to the Lot Owner. The notice shall also state:
- (a) the amount of the Assessment due, including any interest, late fee, collection cost, and attorney fees;
 - (b) that any costs of collection, including attorney fees, and other Assessments that become

due may be added to the total amount due and be paid through the collection of lease payments; and

- (c) that the Association intends to demand payment of future lease payments from the Lot Owner's tenant if the Lot Owner does not pay the amount owing within 15 days.
- 15.4 **Notice to Tenant.** If the Lot Owner fails to pay the amount of the Assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant informing the tenant that all future payments due from the tenant to the Owner shall be paid to the Association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Unit, (2) mailing a notice to the tenant at the address of the Unit, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to the Lot Owner. The notice provided to the tenant shall also state:
- (a) that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Association until the amount owing is paid.
 - (b) that until notification by the Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and
 - (c) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid.
 - (d) payment by the tenant to the Association will not constitute a default under the terms of the lease agreement with the Lot Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.
- 15.5 **Disbursement of Funds Collected.** All funds paid to the Association pursuant to the notice shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Lot Owner within five business days of payment in full to the Association.
- 15.6 **Terminating Collection.** Within five business days of payment in full of the Assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification shall be mailed to the Lot Owner.
- 15.7 **Definition of Lease.** As used in this Article, "lease" or "leasing" means regular, exclusive occupancy of a Lot by any Person or persons, other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

**ARTICLE 16
ATTORNEY FEES**

- 16.1 **Attorney Fees Incurred as the Result of Enforcing Rules.** In any legal action brought by the Board against any Lot Owner, tenant, lessee or lessor as a result of a violation of any provision of the Governing Documents, or if the Board retains legal counsel or incurs attorney fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Board shall collect any and all attorney fees from the Lot Owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney fees in any action or judicial proceeding. A Lot Owner shall be jointly liable for attorney fees, costs, or damages, in any action brought against a tenant renting or leasing a Unit from a Lot Owner as a result of any violation by the Lot Owner's tenant. Attorney fees and costs assessed shall constitute a lien against the Lot Owner's Lot in the same manner as common expenses constitute liens against Lots and may be recorded as such.

**ARTICLE 17
NO BUSINESSES**

- 17.1 **Businesses Restricted.** Inasmuch as Edgemont is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Edgemont except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Edgemont Governing Documents and the following rules and regulations:
- (a) Customers, patrons, guests, clients or individuals may come to a residence for business activity on a very limited scale and no more than one person at a time. No business activities may be conducted between the hours of 8:00 p.m. and 8:00 a.m.
 - (b) No products relating to business may be sold from or delivered to the residence.
 - (c) Only services that are performed chiefly by use of the telephone and computer, such as consulting, tax preparation, computer or Internet businesses, may be provided at the residence as limited by city ordinance;
 - (d) Any vehicles used in the business must comply with the Association parking rules.

**ARTICLE 18
NUISANCE AND ILLEGAL ACTIVITIES**

- 18.1 **Nuisance Defined.** Utah law prohibits a person from being a nuisance or creating a condition that is a nuisance. A nuisance is defined broadly in the Utah Code: "A nuisance is anything which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or

property” U.C.A. 78B-6-1101. A nuisance may include illegal activities such as drug houses, drug dealing, criminal activity, gambling, group criminal activity, prostitution, illegal weapons possession, party houses, tobacco or other smoke that drifts from one unit to another (whether through the walls or from outside a Unit), persistent or untimely noise, or any other activity that is not reasonable in the particular locality and under the circumstances of the case. Edgemont hereby adopts this definition of nuisance.

- 18.2 **Nuisances Prohibited.** Any nuisance at Edgemont which affects or impacts one or more residents so as to interfere with the comfortable enjoyment of life or property is a violation of the Governing Documents and thereby decreases the quality of life for all residents. Any activity at Edgemont that creates a nuisance is prohibited. The residents at Edgemont should not ignore or tolerate a condition creating a nuisance. The Board may, in its sole discretion, enforce this Article 18 through fines or through legal action, if necessary, including eviction, as provided in Title 78B, Chapter 6, of the Utah Code.
- 18.3 **Quiet Hours.** Quiet hours shall be between the hours of 9:00 p.m. and 8:00 a.m. No activity shall be done or permitted between these hours in the Common Area or in an adjoining Unit which disturbs the ability of residents to rest, sleep, relax, or otherwise peacefully reside in their Unit.
- 18.4 **Construction.** Any construction within the Common Area shall be performed only by and under the direction of the Board. Construction by Unit Owners within Units and on their Lot must be performed in a manner that does not impact the structural integrity of a Unit or Common Area and may only be performed between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday, after first receiving approval from the Board and in accordance with the procedures set forth in Article 9 above.
- 18.5 **Remedy.** Pursuant to Utah law, any resident of Edgemont may seek a legal remedy for a nuisance: “An action may be brought by any person whose property is injuriously affected, or whose personal enjoyment is lessened by the nuisance” U.C.A. 78B-6-1101(6).

ARTICLE 19 SMOKING PROHIBITED IN UNITS AND IN LIMITED COMMON AREAS

WHEREAS, the Unit Owners at Edgemont desire to (1) preserve and enhance the quality of life at Edgemont, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Edgemont, and (4) improve the environment by reducing those elements that create an unhealthy atmosphere; and

WHEREAS, it is the desire of the Board of Directors of Edgemont, as well as the Unit Owners and the residents who reside in Edgemont, to live in a community that will allow for and protect the comfortable enjoyment of all residents of Edgemont; and

WHEREAS, the Utah Legislature has adopted findings by the federal Environmental Protection Agency (EPA) determining that environmental tobacco smoke is a Group A carcinogen,

in the same category as other cancer-causing chemicals such as asbestos; that there is no acceptable level of exposure to Class A carcinogens; and that exposure to environmental tobacco smoke also causes an increase in respiratory diseases and disorders among exposed persons; and furthermore, the Utah Legislature has found that environmental tobacco smoke generated in a rental or condominium Unit may drift into other Units, exposing the occupants of those Units to tobacco smoke, and that standard construction practices are not effective in preventing this drift of tobacco smoke (see Utah Code Ann. §78b-6-1105); and

WHEREAS, the Utah Legislature has defined as a public nuisance “tobacco smoke that drifts into any residential Unit a person rents, leases, or owns, from another residential or commercial Unit” and the smoke is “injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property”(see Utah Code Ann. §78b-6-1101); and

WHEREAS, the Utah Legislature amended the Utah Community Association Act, Utah Code Ann. §57-8a-218 (6)(b)(ii)(F), granting the power to community association unit owners to amend their rules or covenants to restrict the use of tobacco products in community associations; and

WHEREAS, the Board of Directors has received complaints about tobacco smoke drifting into Units from the common area and between the walls of Units at Edgemont; and

WHEREAS, the members of the Association desire to take affirmative steps to address the tobacco smoke problem and improve the quality of life for all residents at Edgemont; and

WHEREAS, a resident at Edgemont who might fall asleep while smoking creates a danger of fire within the smoker’s Unit and in Units within the same building; and

WHEREAS, allowing smoking in Units increases the risk of fire, which risk may increase the cost of insurance; and

WHEREAS, tobacco smoke spreads from a smoker’s Unit to other Units and can cause SIDS in babies while exacerbating allergies and other respiratory problems in the residents of Edgemont.

19.1 **Smoking Defined.** The term “smoke”, “smoking” or “tobacco smoke” as used herein includes the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar or other tobacco product, marijuana, illegal substance, or any other substance or item that emits smoke or a smoke-like substance.

19.2 **Business Invitee Defined.** The term “business invitee” as used herein includes but is not limited to, any contractor, agent, household worker, or other person hired by the Association, a Unit Owner, tenant or Resident to provide a service or product to the Association, Unit Owner, tenant, or resident.

19.3 **No Smoking.** No Unit Owner, family member of a Unit Owner, tenant, lessee, resident, occupant, guest, business invitee, visitor or any other person (collectively referred to as

“Resident”) shall smoke inside any Unit, within twenty-five (25) feet of any building, within the entry ways of Units, or within in Limited Common Area, including any patios or carports. Marijuana shall not be smoked anywhere within the Association.

- 19.4 **Enforcement.** In the event a Unit Owner, resident, occupant, or a guest occupying a Unit violates the provisions of this Amended Declaration, any Unit Owner or Resident at Edgemont may bring an action to enforce this Amended Declaration. The Board of Directors may bring an action to enforce this Amended Declaration, but shall not be required to do so unless it determines it is in the best interest of the Association to bring such an action.
- 19.5 **Violation by Non Owners.** In the event any Resident, tenant, occupant, or a guest occupying or visiting Edgemont violates the prohibition against smoking at Edgemont, the Board or any resident at Edgemont may notify the Owner of the offending Unit and the Unit Owner shall take prompt action to see that all smoking permanently ceases. If the Resident who violates this Amendment is not a Unit Owner, the Unit Owner shall evict the tenant if the tenant violates the provisions of this Amended Declaration after receiving one warning. If the Unit Owner fails to permanently cure the smoking violation within fifteen (15) days of receiving notice, the Board of Directors may, in behalf of the offended Unit Owner, file eviction proceeding against the violating Resident based on unlawful detainer resulting from the Residents’ violation of this Amended Declaration, which is deemed to be incorporated into each rental agreement. Both the tenant and the Unit Owner shall be named as defendants in the action and the Board shall be entitled to receive: I) an order requiring the tenant to vacate the premises, ii) damages, and iii) recovery of its costs and attorney fees from the Unit Owner.
- 19.6 **Attorney Fees.** The Board or any Resident who brings legal action against a Resident that violates this Amended Declaration shall be entitled to recover costs and attorney fees from the offending Unit Owner and/or resident.
- 19.7 **Residents My Enforce Restrictions.** Nothing herein shall be construed to prevent any Resident of Edgemont from bringing an action hereunder or under the laws of the State of Utah to seek an injunction or damages against any Resident who creates a nuisance through smoking or using tobacco in a Unit at Edgemont, nor shall any provision hereof be construed as authorization from the Board or the Association for a Resident to smoke in a Unit in such a manner so as to create a nuisance.
- 19.8 **Disclosure to Buyers.** Any Owner who sells his Unit shall specifically disclose to all potential buyers and real estate agents that smoking is prohibited within the Units or hallways. Any Owner who rents or otherwise allows someone other than the Owner to reside within or occupy the Unit shall disclose to all persons who reside within his or her Unit that smoking is prohibited within all Units and hallways prior to their residency or occupancy.
- 19.9 **Rules and Fines.** The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed for violation hereof, after proper notice and a hearing.

- 19.10 **Severability.** If any of the provisions of this Amended Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Amended Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

ARTICLE 20 RESERVE FUND

In addition to its day-to-day operating fund, the Association shall comply with the following:

- 20.1 **Reserve Fund.** The Board shall cause a reserve analysis to be conducted no less frequently than required by the Act, which currently is every six years. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis and comply with the remaining requirements of the Act relative to reserve funds.
- 20.2 **Restricted Use of Reserve Fund.** The Board may not use money in a reserve fund:
- (a) for daily maintenance expenses, unless a Majority of the Owners vote to approve the use of reserve fund money for that purpose; or
 - (b) for any purpose other than the purpose for which the reserve fund was established, unless a Majority of the Owners vote to approve the use of reserve fund money for another purpose.
- 20.3 **Reserve Fund.** Based on the results of the reserve analysis, the Board shall create a reserve fund into which the Board shall cause to be deposited those Common Area Assessments collected from Owners for the purpose of funding the reserve fund.
- 20.4 **Owners to Vote; Quorum Requirements.** The Board shall annually, either at the annual meeting of Owners or at a special meeting of Lot Owners, (i) present the reserve study to the Owners, and (ii) provide an opportunity for Lot Owners to discuss reserves and to vote on whether to fund the reserve fund and, if so, how to fund it and in what amount. The Board shall keep minutes of each such meeting held under this Article 20 and indicate in the minutes any decision relating to funding the reserve fund. For purposes of this Article only, a quorum for purposes of voting to fund the reserve fund shall consist of those Owners who are present at the Association meeting at which the reserve study is presented and at which its funding is presented for a vote, unless fewer than twenty percent (20%) of the Owners are present, in which case, no vote shall be taken.
- 20.5 **Reserve Assessment.** The Board shall cause an Assessment to be made against all Owners consistent with the vote of the Owners regarding the manner and amount of funds to be placed in the reserve fund, which Assessment shall be collected on the same terms and conditions as other Common Expenses. The Board shall maintain a reserve fund separate

from other funds of the Association. This Subsection may not be construed to limit a Board from prudently investing money placed in a reserve fund account.

20.6 Definition of Reserve Analysis. As used herein, “reserve analysis” means an analysis to determine:

- (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas and facilities that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the Association of Lot Owners; and
- (b) the appropriate amount of any reserve fund.

ARTICLE 21 ELECTRONIC NOTICE TO MEMBERS

21.1 Notification by Various Means. Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

21.2 Notice by Mail. If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Lot Owner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the Lot of such person if no address has been given. Such addresses may be changed by Lot Owners from time to time by notice in writing to the Board of Directors.

21.3 Notice by Electronic Means. If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or the Association Bylaws may be sent by electronic means, including text message, email, or the Association’s website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners’ current electronic addresses (such as email or text messaging addresses or other types of well known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the lot owner by mail.

21.4 Personal Notice. If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner’s Home, or by securely attaching a copy of the notice to the front entry door of the Owner’s Home.

- 21.5 **Declaration Controlling.** This Article 21 shall control over any notice provisions contained in the Association Bylaws.

ARTICLE 22 DISPUTE RESOLUTION

- 22.1 **Introduction.** It is in the best interest of the Members, the Association, the Board, the officers, and committee members (the "Parties") to encourage the amicable resolution of disputes arising out of the legal rights and obligations described in this Restated Declaration without the emotional and financial costs of litigation. Each Member and the Association agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the "ADR Procedures"), with respect to any claim, grievance or dispute arising out of or relating to the Governing Documents, (the "Claims"); provided, that a Party may demand arbitration prior to complying with the ADR Procedures if demanding arbitration is required to satisfy the statute of limitations for the Party's Claim. In such an event, the Party demanding arbitration shall simultaneously stay the arbitration until the ADR Procedures have been satisfied.
- 22.2 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:
- (a) any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents;
 - (b) any suit in which any indispensable party is not bound by this Article 22;
 - (c) any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessments, special Assessments, fines or Common Area fees;
 - (d) actions by the Association to collect Assessments or other amounts due from any Owner; and
 - (e) actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Restated Declaration (an "Enforcement Action").
- 22.3 **Procedure for Disputes Between Members.**
- (a) **Good-Faith Discussion.** The aggrieved Party ("Complainant") shall attempt to resolve the Claim with the other Party ("Respondent") through good-faith discussion.

(b) **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the "Complaint"). The Complaint shall include the following:

- (i) the nature of the Claim, including the parties involved and the Respondent's role in the Claim;
- (ii) a brief description of the discussions of the parties and their attempts to resolve the Claim informally;
- (iii) copies of relevant documents supportive of Complainant's position; and
- (iv) Complainant's proposed resolution or remedy.

The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents, descriptions, explanations or other material supporting the Response.

22.4 **Review by Board.** The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

22.5 **Mediation.**

- (a) Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- (b) The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then

this requirement is deemed to be satisfied.

- (c) Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

22.6 Arbitration.

- (a) All Claims between the Parties not otherwise resolved shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed upon by the Parties in writing, demand for arbitration must be made within thirty (30) days of the mediation or the expiration of the period for holding the mediation as set forth above. Failure to demand arbitration within 30 days is an express waiver of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, and upon such waiver the Board's decision becomes the final and binding resolution of the Claims.
- (b) In no event shall a Party be entitled to demand arbitration of a Claim after the time for taking legal action on the Claim has expired.
- (c) The arbitration shall be held in the State of Utah at a location agreed upon by the Parties or determined by the arbitrator.
- (d) The prevailing Party in the arbitration shall be awarded its reasonable attorney fees and costs associated with the dispute. Punitive damages, however, shall not be awarded in any dispute. Judgment upon the award rendered by the arbitrator may be entered in any court within the State of Utah.

22.7 Procedure Subject to Change by Board. The procedures outlined in this Article 22 may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Governing Documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.

22.8 Procedure for Disputes Between the Association and Members. Subject to the provisions of Article 22.2, any Member who has a dispute with the Association, the Board, the Architectural Committee, or any officer or Member representing one of these groups, and who is not satisfied with the decision of the Association, the Board, or the Architectural Committee, shall follow the procedures outlined in Article 22.3 above.

**ARTICLE 23
MISCELLANEOUS**

23.1 Rules and Regulations. The Association shall have authority to promulgate and enforce

such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interests of the Owners.

- 23.2 **Amendment.** This Restated Declaration may be amended upon the affirmation vote of sixty-seven percent (67%) or more of those Owners present, in person or by proxy, at a properly noticed meeting of the Owners. There shall be no additional quorum requirement other than to properly notify the Owners of a meeting and provide each Owner a copy of the proposed Amendment that will be voted on. Those Owners who attend the meeting shall constitute a quorum. Any amendment authorized pursuant to this Article shall be accomplished through the recordation in the office of the Weber County Recorder of the Amendment executed by the Association. In such instrument an officer of the Association shall certify that the notice and vote required by this Article has occurred.
- 23.3 **Consent in Lieu of Vote** In any case in which this Restated Declaration requires for authorization or approval of a transaction or amendment, the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction or amendment from Members entitled to cast at least the stated percentage of all membership votes outstanding . The following additional provisions shall govern any application of this Article 23.3:
- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.
 - (b) The total number of votes required for authorization or approval under this Article 23.3 shall be determined as of the date on which the last consent is signed.
 - (c) Any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.
- 23.4 **Interpretation** The captions which precede the Articles and Sections of this Restated Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforce-ability of any portion of this Restated Declaration shall not affect the validity or enforce-ability of the remainder hereof.
- 23.5 **Property Part of Development** The Property shall comprise a part of the Edgemont Planed Unit Development.
- 23.6 **Covenants to Run with Land** This Restated Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Owners. All parties who hereafter

acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Restated Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Restated Declaration, and failure to comply with any of the foregoing shall be ground for an action by the Association or any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Restated Declaration.

23.7 **Effective Date** This Amended Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

CERTIFICATION

It is hereby certified that Owners holding at least sixty-seven percent (67%) of the total votes of the Association have voted to approve this Restated Declaration and have signed a document approving of this Restated Declaration.

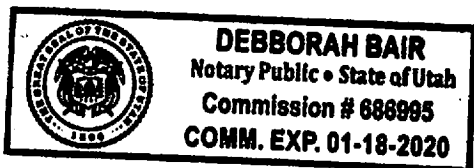
IN WITNESS WHEREOF, this 30 day of December, 2016.

EDGEMONT HOMEOWNERS ASSOCIATION, INC.

By Catherine Hines
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 30th day of December, 2016, personally appeared before me Catherine Hines who, being by me duly sworn, did say that (s)he is President of the Edgemont Lot Owners Association, Inc. and that the within and foregoing instrument was signed in behalf of said Association and (s)he duly acknowledged to me (s)he executed the same.



Deborah Bair
Notary Public

EXHIBIT "A"

Legal Description of Lots

Lots 1 through 34, Edgemont Subdivision, Ogden City, Weber County, Utah

[11-124-0001 through 11-124-0022] and [11-125-0001 through 11-125-0012]

EXHIBIT "B"

**EDGEMONT HOMEOWNERS ASSOCIATION
BYLAWS**

BYLAWS
FOR
EDGEMONT
HOMEOWNERS ASSOCIATION INC.

The following are adopted by the Association of Owners as the administrative Bylaws of Edgemont Homeowners Association, Inc.

ARTICLE I

PLAN OF LOT OWNERSHIP AND INCORPORATION

1. Submission. These Bylaws are referred to and incorporated by reference in the foregoing Restated Declaration of Edgemont Townhouses (the "Restated Declaration"), which is located in Weber County, State of Utah. These Bylaws shall govern the administration of Edgemont and its Association of Owners.

2. Conflict. In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, the latter shall in all instances govern and control.

3. Office and Registered Agent. The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.

4. Bylaws Applicability. All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Edgemont Townhouses shall be subject to and abide by these Bylaws.

ARTICLE II

ASSOCIATION

1. Composition. The association of Lot Owners is a mandatory association consisting of all Lot Owners at Edgemont Townhouses.

2. Voting. Each Lot Owner shall have an equal number of votes.

3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.

4. Annual Meeting. Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 7:00 o'clock p.m. on the second Tuesday of January of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

5. Special Meetings. The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his respective Lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Article shall be considered service of notice.

7. Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

8. Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Lot Owners or the legal representative of an Organizational Lot Owner may be proxies.

9. Quorum. A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the

rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Lot Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Lot Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a) roll call;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special Boards, if any;
- f) election of inspectors of election, if applicable;
- g) election of Board Members, if applicable;
- h) unfinished business; and
- i) new business.

11. Conduct of Meeting. The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

ARTICLE III

BOARD OF DIRECTORS

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) Determining the annual assessment of each Owner;
- c) Managing the Association;
- d) Maintaining the Common Areas and Facilities;
- e) Collecting the Assessments;
- f) Depositing the collections into a federally insured interest bearing account or accounts;
- g) Adopting and amending rules and regulations;
- h) Enforcing the Project Documents;
- i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

- j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- k) Commencing legal action when necessary;
- l) Purchasing and maintaining insurance;
- m) Paying the cost of all services rendered to the Project and not billed directly to Owners of individual Lots.
- n) Keeping books and records of the Association;
- o) Providing common utility services as needed;
- p) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- q) Giving notice of alleged violations of the Project Documents and providing the alleged violator the opportunity to be heard;
- r) Levying fines, sanctions and citations;
- s) Making emergency repairs;
- t) Towing or impounding motor vehicles;
- b) Evicting non-Owner residents in material violation of the Project Documents or who have created and failed to abate a nuisance;
- v) Assigning parking spaces; and
- w) Doing such other things and acts necessary to accomplish the foregoing.

2. Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but not more than five (5) members of the Association.

3. Qualification. Only individual Lot Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership.

4. Election and Term of Office of the Board. The term of office of membership on the Board shall be one (2) years and each member shall serve on the Board until such time as his successor is duly qualified and elected.

5. Initial Organizational Meeting. The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.

6. Regular Meetings. Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than every other month.

7. Special Meetings. Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.

8. Waiver of Notice. Before or at any meeting of the Board, any member may, in writing,

waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Quorum. At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

11. Removal of Board Member. A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.

12. Compensation. Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.

13. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:

a) Open Meetings. A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

b) Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c) Action Without a Formal Meeting. Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.

14. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV

OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-president. The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

6. Secretary. The Secretary shall attend all meetings of the Board and all meetings of the

Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

ARTICLE V

FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VI

AMENDMENT TO BYLAWS

1. Amendments. These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

2. Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Weber County, State of Utah.

ARTICLE VII

NOTICE

1. Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, (a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing

to the Secretary; or (b) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Article.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE VIII

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Declaration.

2. Conflict. These Bylaws are subordinate to and are subject to all provisions of the Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.

3. Severability. If any provisions of these Bylaws or any Article, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. Construction. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.

7. Effective. These Bylaws shall be effective upon recording in the Office of the County Recorder of Weber County.

EXHIBIT "C"

MAINTENANCE CHART

The following chart shows the division of responsibility for maintenance and repair of the property within Edgemont between the Edgemont Lot Owners' Association and the Lot Owners.

	EXTERIOR	HOA	OWNER
1	Maintenance and repair of exterior paint and replace roof and siding.	X	
2	Maintenance of and replace and repair of exterior brickwork.	X	
3	Maintenance of and replace and repair of front decking	X	
4	Maintenance of and replace and repair of concrete foundations and entrees.	X	
5	Maintenance of and replacement and repair of patio and deck floor support structures. Any additions from original will be responsibility of the Owner.	X	
6	Maintenance of and repair brick walls.	X	
7	Maintenance of, replace and repair of rain gutters and down spouts.	X	
8	Maintenance of, replace and repair of Lot Owner added or modified fences.		X
9	Maintenance of, replace and repair patios, decks and other authorized modifications.	X	
10	Replacement, maintenance and repair of exterior doors, hinges, frames, thresholds, locks, doorbells and chimes.		X
11	Replacement, maintenance and repair of the cement floor of each carport		X
12	Maintenance of the interior of carports, including storage closets.		X
13	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames.		X
14	Replacement, maintenance and repair of all yard lights that use electricity from the unit.		X
15	Replacement, maintenance and repair of all lights attached to the exterior walls.		X
16	Maintenance of gas and electricity connections from the meters to the unit.		X
17	Maintenance of water system from the outside entry through the foundation and throughout the unit. This includes the outside faucets and hose bibs. Any damage caused by failure of this portion of the water system is the liability of Lot Owner.		X
18	Replacement and repairs to outside water spigots and bibs.		X
19	Replacement, repair and maintenance of phone lines, TV cables, air conditioning, heat pumps.		X
20	Lot Owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items.		X

	INTERIOR	HOA	OWNER
21	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		X
22	Maintenance , cleaning and repair of venting, chimneys and fireplaces.		X
23	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel and to all outlets including switches and light fixtures.		X
24	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves.		X
25	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling.		X
26	Repairs of damage resulting from static water or seepage of water from any underground source except water and sprinkler system failures.		X
27	Repairs of damage resulting from surface water.		X
28	Repairs of damage resulting from static water or seepage of water from water and sprinkler system failures.	X	

	GROUNDS	HOA	OWNER
29	Lawn, flowers, trees and shrubs in the common areas.	X	
30	Lawn, flowers, trees and shrubs in a personal courtyard area or another portion of the limited common area.		X
31	Lawn watering system.	X	
32	Snow removal: (front porch & steps, sidewalks to front door)		X
33	Snow removal. (Roadways, parking areas, sidewalks)	X	
34	Roadways, parking lots, curbs and gutters, sidewalks and steps.	X	

	OTHER	HOA	OWNER
35	Garbage collection.	X	
36	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each unit.	X	

EXHIBIT "D"

In addition to the division of responsibilities for maintenance of the property as set forth in the Maintenance Chart, Exhibit "B", the following items shall be maintained by the Association:

1. The concrete walls separating individual parking stalls.
2. The carports, including the metal support poles, support beams, the brick walls, and the roof.
3. The concrete retaining wall at the end of units 1-6.
4. The cement walkways outside the doors of units and along the back of the carports.
5. The brick walls in the rear of the Units which separate the back yards.

The following items will be maintained by the Owners:

1. The concrete floors within the carports
2. The individual storage sheds within each carport.
3. The wooden stairs and wooden deck areas at the end of some units.

EXHIBIT "E"

The following Lots, as listed on the Edgemont Plat Map are currently occupied by non Lot Owners and may continue to be occupied by non Lot Owners until the Lot Owner transfers the Unit or occupies the Unit:

1. Lot 2
2. Lot 3
3. Lot 4
4. Lot 5
5. Lot 6
6. Lot 10
7. Lot 11
8. Lot 12
9. Lot 15
10. Lot 16
11. Lot 17
12. Lot 19
13. Lot 24
14. Lot 26
15. Lot 27
16. Lot 28
17. Lot 30
18. Lot 32

Once the Owner of any of the above Lots transfers the Lot or occupies the Lot, such Lot shall become subject to all of the provisions of the Restated Declaration.

EXHIBIT "G"

Edgemont Aggressive Dog Restriction List

- Akita
- Alaskan Malamutes
- American Bull Dog
- American Pit Bull Terrier
- American Staffordshire Terrier
- Belgian Malinois
- Boerboels
- Boxer
- Bull Terrier
- Bullmastiffs
- Cane Corso
- Chow Chow
- Doberman Pincher
- Dogo Argentino
- English Mastiffs
- Fila Brasileiro (also Known as the Fila, Brazilian Mastiff)
- German Shepherd
- Great Danes
- Irish Wolf Hounds
- Malamutes
- Mastiffs
- Pit Bulls
- Presa Canario
- Presa Mallorquin (also known as the Ca De Bou)
- Rhodesian Ridgebacks
- Rottweiler
- Schipperkes
- Scottish Deerhounds
- Shar Pei's
- Siberian Huskies
- Staffordshire Bull Terrier
- Tosa Inu
- Wolf Hybrids

EXHIBIT "H"

Edgemont Satellite Dish Antenna Policy

Any unit owner wishing to use or install a satellite dish or antenna (hereinafter "Dish") on their unit should consult with the Association Board prior to installation. The objectives of this policy are to (1) assist owners in placing a Dish in a location that will cause the least damage to the buildings, thereby minimizing the repair cost to the owner since the Association maintains the building but owners are responsible to pay for damages caused by an owner, and (2) maintain visual attractiveness.

A Dish must be one meter or less in diameter, and designed to receive direct broadcast satellite service, including direct to home satellite service, or to receive or transmit fixed wireless signals via satellite. Dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite may also be considered.

The Board will consider a properly completed *Edgemont Satellite Dish Antenna Approval Form* on as a request for Dish installation. A decision on whether to approve the location of the Dish will be discussed by the Board at the next regularly scheduled Board meeting after the request has been received.

Consideration will be given to each request according to the prioritized list of acceptable locations listed below. These prioritized locations have been established to help Edgemont meet FCC regulations, and to minimize any negative visual impact the Dish may have on the appearance of the Edgemont community.

The Board will approve the installation of a satellite on the roof of a unit's carport. If a unit owner wishes to install a satellite on a location other than the roof of their carport, the unit owner must have a professional representative from his/her desired satellite service provider conduct a site survey to check the listed areas to determine where an acceptable signal can be received, and fill out that part of the form prior to submission.

A unit owner wishing to install a Dish should consider the first area listed below before any other location. If, and only if, the first area cannot receive an acceptable signal, he/she may consider the second area. If, and only if, the second area cannot receive an acceptable signal, he/she may consider the third area.

The same prioritized list of locations applies to all units. They are:

First Area: On the roof of the Unit's carport.

Second Area: Wholly within the unit's patio area.

Second Area: On the units rear roof not visible from the street in front of the unit.

Approval will be based on the requested location for the Dish. If the unit owner changes the desired location after approval has

been granted, for whatever reason, another Approval Form will need to be submitted indicating the new location, and the reason for the change. If none of the prioritized areas can receive an acceptable signal, the Board will consider another location in an area that is least likely to detract from the visual appearance of the community.

In some cases, the Board may be willing to consider an alternate location to the prioritized list of areas even if an acceptable signal can be received in at least one of those areas. This option would be considered only if the Board believes that the alternate location provides a better overall visual impact for the community than do those locations on the prioritized list.

In some cases the Board may ask a unit owner to paint the antenna to match the surrounding building and/or plant bushes or shrubs that could help to minimize the visual impact to the Edgemont community. As part of the approval process, and because portions of the unit is owned by the unit owner but maintained at the expense of the Association, the unit owner must sign an agreement to repair any and all damage to the unit created by installing the Dish. Additionally, if the Dish were to be removed from an approved location the unit owner must restore the area to match its surroundings (such as filling drill holes and painting the exposed area to match the rest of the area).

All Owners who attach a Dish or accompanying cables or wires to common are or to limited common are must sign a Satellite Agreement. This document will be notarized and recorded at the County Recorders office.

The installation of a Dish which receives a signal, but does not transmit, may be done by the unit owner or his/her designee. However, any Dish which also transmits RF radiation must be installed by a professional installer. That installer must provide documentation certifying that the installation has been done in such a way, as to be safe to all residents.

A violation of any part of this policy will result in a fine being assessed to the unit owner in the amount of \$50.00 for each week of violation. If the fine is not paid within thirty (30) days, interest will be charged at the legal rate.

This Policy does not apply to the installation of a Dish by an owner if the Dish is wholly within the owner's property. However, the owner who installs a Dish wholly within the owner's property remains responsible for damages caused by the Dish installation.

Edgemont Satellite Dish Antenna Approval Form

A unit owner wishing to use a satellite dish or antenna is asked to complete this form, submit it to the Board for approval, and receive written approval from the Board before installation of a Dish. The process for approval is as follows:

1. The unit owner desiring to install a Dish must first read and understand the *Edgemont Satellite Dish Antenna Policy* above. Questions should be directed to a member of the Board.
2. Unless the unit owner is installing the satellite on the roof of his or her carport, the unit owner contacts her/his desired satellite service provider and requests a site survey.
3. The site survey is performed by a service provider representative to determine which prioritized area can receive an acceptable signal.
4. Unless the unit owner is installing the satellite on the roof of his or her carport, the service provider must complete the site survey portion of this document, provide his company contact information, and sign the document in the appropriate places.

5. The unit owner completes the form (including any information needed to justify a request for use of an Alternate Area), signs the agreement, and submits the form to the Board.
6. The Board reviews the request at the next regularly scheduled meeting, determines if changes must be made, or what conditions may apply, and votes on the request.
7. If the proposal is accepted, the approval form is signed by the appropriate members of the Board and a copy is returned to the unit owner. *(If rejected, the form is returned with an explanation of what must be modified in order to gain approval.)*
8. The Board President and the Unit Owner sign the Satellite Agreement, which is notarized and recorded at Davis County, if the Dish is installed within Association common area.
9. The unit owner may then proceed with the Dish installation, following the instructions and conditions established by the committee.

Name of Edgemont Unit Owner _____

Unit #: _____

Phone #: _____

As Unit Owner I desire to install a satellite dish antenna at the ___ First Area ___ Second Area ___ Third Area ___ Fourth Area ___ Alternate Area, as described below.

I agree to repair any damages to the unit or property which may result from the installation of the dish antenna, and to restore the installation area to match its surroundings when the dish is removed at a later date. I agree that approval from the Board applies to one installation, and that if I wish to change the location, and/or install an additional dish antenna, I should submit another request.

Signature of Unit Owner: _____

Date: _____

Board Response: ___ Request Accepted As Is ___ Request Accepted w/ Conditions (see below) ___ Request Rejected

(Explanation for rejection: _____)

Signatures: Board President: _____

Secretary: _____

Date: _____

The below portion must only be completed if the satellite is NOT being installed on the roof of the carport:

First Area: On the roof of the Unit's carport.

Date tested: Name/signature of the professional conducting the site survey: _____

Can an acceptable signal be received in this area? ___ Yes ___ No (if no, explain why): _____

Second Area: Wholly within the patio area of the unit.

Date tested: Name/signature of the professional conducting the site survey: _____

Can an acceptable signal be received in this area? ___ Yes ___ No (if no, explain why): _____

Third Area: On the unit's rear roof not visible from the street in front of the unit.

Date tested: Name/signature of the professional conducting the site survey: _____

Can an acceptable signal be received in this area? ___ Yes ___ No (if no, explain why): _____

Alternate Area: The unit owner should describe the alternate area at which he/she proposes to install the dish antenna & why: _____

Why should this location be considered instead of the other areas listed above? _____

Describe the visual impact on the community if a dish antenna were to be installed in this area: _____

Has this area been tested ___ Yes ___ No; If yes, can an acceptable signal be received in this area? ___ Yes ___ No

Name of person conducting the sight survey: _____

Date tested: _____

Phone #: _____

Company: _____

Address: _____

I certify that I conducted the sight survey, and that the information provided is accurate.

Signature: _____

Written Approval
for the
Restated Declaration

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/19, 2016

Lot(s) Owned: # 3, 19

Dave Kouoch

Owner (Print Name)

[Signature]

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: Dec 5, 2016

Lot(s) Owned: #4

Super Properties - Melinda Preisler

Owner (Print Name)

Melinda Preisler

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/19, 2016

Lot(s) Owned: 5

Gray Kokewicz
Owner (Print Name)

Gray Kokewicz
Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/19, 2016

Lot(s) Owned: # 6

Sabrina Heffelfinger

Owner (Print Name)

Sabrina Heffelfinger

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorders Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: December 17, 2016, 2016

Lot(s) Owned: [Redacted] #7

[Redacted]

Owner (Print Name)

Jacob Burton

[Redacted]

Owner (Sign Name)

[Redacted]

Owner (Print Name)

Jacob Burton

[Redacted]

Owner (Sign Name)

Original Document with Association

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12.19, 2016

Lot(s) Owned: 9

Andrea Schneider

Owner (Print Name)

Andrea Schneider

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/15, 2016

Lot(s) Owned: APT 10

Paul Kovach
Owner (Print Name)

[Signature]
Owner (Sign Name)

Laura Stewart
Owner (Print Name)

[Signature]
Owner (Sign Name)

FOR Puddin Badger LLC.

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: October 27 2016

1565 E 775 S., Ogden, UT
Lot(s) Owned: #11

Adnan Latif

Owner (Print Name)

Adnan Ahmad Latif
datloop verified
10/27/16 2:57PM MDT
N118-24XA-DHDL-CZFM

Owner (Sign Name)

Fahana Latif

Owner (Print Name)

Fahana Latif
datloop verified
10/27/16 2:57PM MDT
N118-24XA-DHDL-CZFM

Owner (Sign Name)

BY DEC 14th
Please email to manager@hoaliving.com
or mail to FCS 12159 S. Business Park Drive, Ste 102
Draper UT 84020

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 17 Dec, 2016

Lot(s) Owned: 13

Jordan O'Brien

Owner (Print Name)

Jordan O'Brien

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorders Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

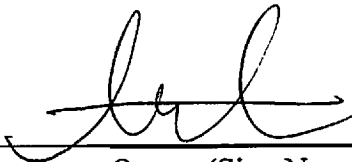
The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/18, 2016

Lot(s) Owned: #14

Aloia Alvey

Owner (Print Name)



Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorders Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in **favor** of adopting the Restated Declaration

I vote **against** adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 10/21, 2016

Lot(s) Owned: 16

Catherine Hines
Owner (Print Name)

Catherine Hines
Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/15/, 2016

Lot(s) Owned: 17

Robyn K. Scott - MANAGER FOR

Harper Holding LLC
[Signature]
Owner (Sign Name)

Owner (Print Name)

Owner (Print Name)

Owner (Sign Name)

By DEC 14th
Please email to manager@choaliving.com E# 2834757 PG 66 OF 76
or mail to FCS 12159 S. Business Park Drive, Ste 102
Draper UT 84020

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

-
- I vote in **favor** of adopting the Restated Declaration
- I vote **against** adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/19, 2016

Lot(s) Owned: # 20

Carrie Russell
Owner (Print Name)

Carrie Russell
Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 11/30, 2016

Lot(s) Owned: 21

Julie Lund

Owner (Print Name)

Julie Lund

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

107

BAJJOY

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend said Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: Nov 25, 2016

Lot(s) Owned: 72

Clint Wengreen

Owner (Print Name)

Clint Wengreen

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

Clint

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: December 19th, 2016

Lot(s) Owned: 23

Kyle Whittle
Owner (Print Name)

[Signature]
Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

87

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

- I vote in favor of adopting the Restated Declaration
- I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 11/12, 2016

Lot(s) Owned: 24

Daniel Valenzuela

Owner (Print Name)

Daniel Valenzuela

Owner (Sign Name)

Richard Valenzuela

Owner (Print Name)

Richard Valenzuela

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/11, 2016

Lot(s) Owned: 25

William L. MASSIE

Owner (Print Name)

William L. Massie

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

By Dec 14th
Please email to manager@hoaliving.com E# 2834757 PG 72 OF 76
or mail to FCS 12159 S. Business Park Drive, Ste 102
Draper UT 84020

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

- I vote in **favor** of adopting the Restated Declaration
- I vote **against** adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 19, 2016

Lot(s) Owned: 29

Patricia A Fothergill

Owner (Print Name)

Patricia A. Fothergill

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

- I vote in favor of adopting the Restated Declaration
- I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12-19, 2016

Lot(s) Owned: 30

REX W ORRILL
Owner (Print Name)

Rex W Orrill
Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

I vote in favor of adopting the Restated Declaration

I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: Dec 19, 2016

Lot(s) Owned: 31

Troy H. Silvester

Owner (Print Name)



Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

BY DEC 14th
Please email to manager@choaliving.com E# 2834757 PG 75 OF 76
or mail to FCS 12159 S. Business Park Drive, Ste 102
Draper UT 84020

BALLOT

Edgemont Homeowners Association, Inc.

The action proposed by this ballot is to Amend and Restate (1) the Declaration of Covenants, Conditions and Restrictions for Edgemont Subdivision, recorded in the office of the Weber County Recorder on December 3, 1970, in book 955, beginning on page 420, and (2) the 1987 Edgemont Subdivision Amended Declaration, which was recorded in the Weber County Recorder's Office on January 6, 1997 as entry number 994839, and any amendments thereto.

I hereby cast my vote in reference to the proposed Restated Declaration as follows:

- I vote in favor of adopting the Restated Declaration
- I vote against adopting the Restated Declaration

The undersigned confirms that the undersigned has received a copy of the proposed Restated Declaration and votes as set forth above.

Dated: 12/19, 2016

Lot(s) Owned: 33

Jolie Farnes

Owner (Print Name)

Jolie Farnes

Owner (Sign Name)

Owner (Print Name)

Owner (Sign Name)

Bret Lacey

From: FCS Manager
Sent: Tuesday, December 20, 2016 8:24 AM
To: Bret Lacey
Subject: EDMT-48297-Documents Vote

SV

FCS Manager

From: John Roberts <nickgunfire007@live.com>
Sent: Monday, December 19, 2016 4:58 PM
To: FCS Manager
Subject: Re: Documents Vote

I vote in favor.

Also as way of information the speed bump in front of my house has caused my car port to flood and freeze and I am worried that some one is going to slip and fall. I live in number 34 and my account number is 48297. Please contact me about how to fix it also I have pictures upon request. Thanks.

From: manager@hoaliving.com <manager@hoaliving.com>
Sent: Friday, December 16, 2016 9:14 AM
To: nickgunfire007@live.com
Subject: Documents Vote

Owners:

Please take a moment to review the newly proposed association documents and send in your ballot this weekend. The deadline to receive the ballots is December 19, 2016.

Thanks,

Edgemont Townhomes HOA