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**FIRST AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERWOOD ESTATES
SUBDIVISION PHASES 1, 2, 3 AND 4**

A residential subdivision in Davis County, Utah

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND CONCEPTS2

ARTICLE 2 PROPERTY RIGHTS4

 2.1 Owner’s Acknowledgment; Notice to Purchasers.....4

 2.2 Lots4

 2.3 Common Area5

ARTICLE 3 ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS.....5

 3.1 Membership6

 3.2 Voting Rights6

 3.3 Change of Corporate Status6

 3.4 Validity of Votes and Consents.....6

 3.5 Indemnification6

 3.6 Rulemaking Authority.....7

 3.7 Notice; Promulgation of Rules7

 3.8 Electronic Transmission and Notice7

ARTICLE 4 FINANCES AND ASSESSMENTS8

 4.1 Assessments; Authority.....8

 4.2 Creation of Lien and Personal Obligation of Assessments8

 4.3 Purpose of Assessments8

 4.4 Annual Assessments8

 4.5 Annual Assessments; Budgeting.....9

 4.6 Special Assessments9

 4.7 Specific Assessments10

 4.8 Emergency Assessments10

 4.9 Uniform Rate of Assessment10

 4.10 Payment; Due Dates11

 4.11 Effect of Non-Payment of Assessment; Remedies of the Association.....11

 4.12 Exempt Property12

 4.13 Subordination of Lien to Mortgages12

 4.14 Termination of Lien12

 4.15 Books, Records, and Audit.....13

ARTICLE 5 ARCHITECTURAL CONTROLS AND BUILDING STANDARDS13

 5.1 Establishment of Architectural Committee13

 5.2 Representatives on Committees13

5.3	Architectural Guidelines; Amendment and Enforcement; Adoption of Rules	13
5.4	Architectural Approval Required	14
5.5	Discretion of Architectural Committee	14
5.6	Response of Architectural Committee; Deemed Approval	14
5.7	Filing of Application	14
5.8	Rights Following Disapproval	15
5.9	Architectural Committee’s Certificate	15
5.10	Fees for Development Proposal Submissions	15
5.11	Enforcement Authority.....	15
5.12	Non-Liability; Indemnification	15
5.13	Design Restrictions and Requirements	16
5.14	Temporary Occupancy and Temporary Buildings	17
5.15	Accessory Structures.....	17
5.16	Fences and Walls	18
5.17	Landscaping	18
	ARTICLE 6 MAINTENANCE.....	19
6.1	Association’s Responsibility	19
6.2	Owner’s Responsibility	19
	ARTICLE 7 CONDEMNATION; PARTITION	19
7.1	Condemnation	19
7.2	No Partition.....	20
	ARTICLE 8 USE AND CONDUCT RESTRICTIONS AND REQUIREMENTS	20
8.1	General Use Restrictions.....	20
8.2	Quiet Enjoyment	20
8.3	Signs.....	20
8.4	Compliance with Laws; Nuisances	20
8.5	Motor Vehicles.....	21
8.6	Parking and Storage	21
8.7	Commercial Activity	21
8.8	Snowmobiles; Motorbikes	21
8.9	Clothes Drying Facilities.....	22
8.10	Pets and Animals.....	22
8.11	Hazardous Activities and Substances.....	22
8.12	Water Discharge.....	22
8.13	External Apparatus.....	22

8.14 Exterior Antennas, Lights, and Power Lines.....	22
8.15 Garbage Removal.....	23
8.16 Pest Control.....	23
8.17 Oil and Mining Operations.....	23
8.18 Solar Equipment.....	23
8.19 Pools, Spas, Fountains, Fire Pits, Sound Systems, Game Courts.....	23
8.20 Fuel Storage	23
ARTICLE 9 LEASES AND LEASING.....	24
9.1 Purpose and Intent of Lease Restrictions	24
9.2 Leasing, Renting	24
9.3 Notification of Board	24
9.4 Timeshares Prohibited.....	25
9.5 Leasing Requirements.....	25
9.6 Enforcement Against Owner.....	25
9.7 Enforcement of Lease by Association.....	25
9.8 Cumulative Nature of Remedies	26
ARTICLE 10 EASEMENTS.....	26
10.1 Maintenance by Association	26
10.2 Owners' Easements of Enjoyment	26
10.3 Easements of Record.....	27
ARTICLE 11 AMENDMENT	27
11.1 By the Members	27
11.2 By the Board	27
11.3 Validity	27
11.4 Effective Date	27
ARTICLE 12 ENFORCEMENT.....	27
12.1 Violations Deemed a Nuisance	28
12.2 Legal Action Authorized.....	28
12.3 Fines and Penalties.....	28
12.4 Attorney Fees and Costs.....	28
12.5 Nonexclusive Remedies	28
12.6 Non-Liability.....	29
ARTICLE 13 GENERAL PROVISIONS	29
13.1 Implied Rights; Board Authority.....	29
13.2 Disclaimer of Liability	29

13.3 Dates and Times	29
13.4 Interpretive Conflicts	29
13.5 Severability	30
13.6 Duration	30
13.7 Notices; Electronic Notice	30
13.8 Gender and Grammar	30
13.9 Waivers	30
13.10 Topical Headings	30

**FIRST AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SUMMERWOOD ESTATES SUBDIVISION PHASES 1, 2, 3 AND 4**

THIS FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERWOOD ESTATES SUBDIVISION PHASES 1, 2, 3 AND 4 is made and executed this 12th day of September, 2018, by Summerwood Estates Homeowner Association, on behalf of the Owners, affecting certain real property located in Davis County, Utah. This amended and restated Declaration is made pursuant to Section 9.2 of the Declaration of Protective Covenants, Conditions and Restrictions for Summerwood Estates Subdivision Phases 1 and 2 that was recorded May 4, 1999, as Entry No. 1510336, in Book 2493, at Pages 380 et seq. This Declaration amends, restates, and replaces in their entirety, the following documents of record in Davis County:

a. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERWOOD ESTATES SUBDIVISION PHASES 1 and 2 recorded May 4, 1999, as Entry 1510336, in Book 2493, at Pages 380 et seq;

b. THE FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS FOR SUMMERWOOD ESTATES SUBDIVISION PHASES 1 and 2 recorded October 28, 1999, as Entry No. 1555306, in Book 2575, at Pages 1109 et seq.;

which affect that property described in Exhibit "A" attached hereto.

DECLARATION

The Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Plat currently of record. This Declaration and the Plat shall be construed as covenants of equitable servitude; shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof. Summerwood Estates is not a cooperative.

The purposes and objectives of this Declaration include the following: (1) to establish an exclusive residential community consisting of traditional single-family residences for neighbors with a view towards permanent, private residence; (2) to preserve, protect and enhance property values within Summerwood Estates; (3) to promote the safety, protection and well-being of the Owners, their families and their Lots, particularly in light of heightened criminal activity that has occurred within Summerwood Estates; (4) to maintain the Property as a desirable, high-end community benefiting current and future Owners; (5) to restrict the use of Lots for temporary or short-term residence, lease or rent, as set forth in Article 9 hereof; (6) to protect the integrity of Summerwood Estates by prohibiting commercial, business, remunerative and similar uses, including, without limitation, company homes, club homes, recovery and treatment homes, group living arrangements, sober living homes, half-way homes and similar uses; (7) to ensure the Lots are used in a manner not to interfere with or disturb other Owners' use, safety or enjoyment of their respective Lots, thereby respecting the rights and privileges of all Owners; (8) to promote

individual responsibility and accountability of the Owners; and (9) to prohibit certain activities and uses of Lots that are incompatible or inconsistent with the foregoing, including, without limitation, the activities set forth in Section 2.2(b) and Article 8 hereof.

ARTICLE 1
DEFINITIONS AND CONCEPTS

The following definitions and concepts shall control in this Declaration. Any terms used in this Declaration that are not defined shall have their plain and ordinary meaning.

1.1 “Architectural Committee” means the committee established pursuant to Article 5 of this Declaration

1.2 “Architectural Guidelines” means the guidelines and standards set forth in Article 5, together with any additional guidelines and standards created, approved, adopted or amended by the Architectural Committee.

1.3 “Articles” means and refers to the Articles of Incorporation of the Association and any amendments thereto. The purpose of the Articles is to establish the Association as a non-profit corporation under Utah law.

1.4 “Association” means Summerwood Estates Homeowner Association, a Utah non-profit corporation, its successors and assigns

1.5 “Bylaws” means and refers to the Bylaws of the Association and any amendments thereto. The purpose of the Bylaws is to govern the Association’s internal affairs, such as (for purposes of example but not limitation) voting, elections, and meetings. A copy of the Bylaws is attached hereto as Exhibit “B”.

1.6 “Committee Rules” shall have the meaning set forth in Section 5.3 hereof.

1.7 “Common Area” means and refers to all real property, including the improvements thereon, as designated on the Plat which have not been dedicated to the public which the Association owns, leases, or otherwise holds possessory or use rights in, at any given time, for the common use and enjoyment of the Owners. Common Area may be designated on the Plat or otherwise established as provided for in this Declaration.

1.8 “Common Expenses” means the actual and estimated expenses and costs the Association has incurred or anticipates incurring in connection with the general benefit of the Owners and the administration and enforcement of the provisions of this Declaration, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents

1.9 “Community Association Act” or “Act” means and refers to the Utah Community Association Act, Title 57, Chapter 8a of the Utah Code, and any amendments thereto

1.10 “Declaration” means this instrument and any amendments, restatements, supplements, or annexations thereto, which are recorded in the office of the Davis County Recorder

1.11 “Directors,” “Board of Directors,” “Board Members” or “Board” means the governing body of the Association

1.12 . When any action is contemplated or taken by the Association, it shall be done through the Board of Directors, which shall consist of a President, Treasurer, and Secretary as elected by the Members.

1.12 “Disapproval Notice” shall have the meaning set forth in Section 5.6 hereof.

1.13 “Electronic Transmission” or “Electronically Transmitted” means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise.

1.14 “Governing Documents” means, collectively, this Declaration, the Articles, the Bylaws, the Plat, and any amendments or supplements to those documents. It also includes any rules, regulations, and resolutions established pursuant to the authority of the Declaration, Articles, Bylaws, or the Community Association Act.

1.15 “Lot” means a separately numbered and individually described plot of land shown and designated on the Plat as a Lot for private ownership

. Where the context requires, the term Lot includes the residential single-family dwelling and other structures located upon any Lot.

1.16 “Lot Owner” means and is synonymous with the term “Owner” and “Member.”

1.17 “Member” means and is synonymous with the terms “Owner” and “Lot Owner” and is used in this Declaration and other Governing Documents as a means to identify the Lot Owners as Members of the Association. Membership is appurtenant to and may not be separated from Lot ownership.

1.18 “Mortgage” means a mortgage, a deed of trust, a deed to secure a debt, or any other form of security instrument affecting title to any Lot.

1.19 “Mortgagee” means and refers to a lender holding a Mortgage.

1.20 “Owner” means the entity, person, or group of persons owning fee simple title to any Lot. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one “Owner.” The term “Owner” does not include a Mortgagee or other person who holds an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings.

1.21 “Plat” means the subdivision plats for Summerwood Estates Subdivision Phases 1, 2, 3 and 4, which are on record with the Davis County Recorder, and any amendments or replacements thereof, or additions thereto.

1.22 “Property” means that certain real property described in Exhibit A attached hereto, and such annexations and additions thereto as may hereafter be subjected to this Declaration, and, where the context requires, includes any improvements thereon.

1.23 “Quorum” means at least 20% of the Owners, including Members physically present and those voting by Proxy.

1.24 “Summerwood Estates” means and is synonymous with the term “Property.”

ARTICLE 2 PROPERTY RIGHTS

2.1 Owner’s Acknowledgment; Notice to Purchasers

. All Owners are given notice that the use of their Lots and the Common Area is limited and regulated by the covenants, conditions, restrictions, easements, and other terms and provisions in the Governing Documents, as they may be amended, expanded, or modified from time to time. Each Owner, by acceptance of a deed to their Lot, acknowledges and agrees that the use and enjoyment and marketability of their Lot can be affected by these covenants, conditions, restrictions, easements, and other provisions in the Governing Documents. All Lot purchasers are on notice that the Association may have adopted changes to the Governing Documents that might differ from those that any purchaser might receive from, or that might have been disclosed by, the Owner from whom the purchaser is buying a Lot. Copies of current Governing Documents may be obtained from the Association.

2.2 Lots

(a) Lot Sizes. Lot sizes as described on the recorded Plat are considered minimum Lot sizes. Lots shall not be further subdivided other than as shown on the recorded Plat. Lots may not be combined for construction of a single dwelling.

(b) Activities within Dwellings. The Association may prohibit activities within the confines of any dwelling that (1) are not normally associated with property restricted to traditional single-family residential use; (2) are not conducive to the purposes and objectives of Summerwood Estates; (3) are not normally associated with a use that is acceptable within a neighborhood or community such as Summerwood Estates; (4) create monetary costs for the Association or an Owner of another dwelling; (5) create an element of danger or threat to the health, safety or well-being of Owners or occupants of other dwellings or their respective property; (6) generate or cause unreasonable noise, discharge or traffic; (7) create unsightly conditions visible outside the dwelling; (8) create an unreasonable source of annoyance outside the dwelling; or (9) contributes to a heightened risk of any of the foregoing.

2.3 Common Area

(a) Ownership; Conveyance. Upon recording of the Plat, the Common Area is deemed conveyed to the Association, free and clear of all financial encumbrances and liens, but subject to this Declaration, and easements and rights-of-way of record. The Association hereby accepts the conveyance of the Common Area. Common Area may also be conveyed by separate deed, by a supplemental declaration, or as depicted on an amended plat.

(b) Rights of Use and Rules and Regulations Concerning the Common Area. Every Owner has a right and easement of use and enjoyment in and to the Common Area which is appurtenant to and shall pass with the title to every Lot, subject to the Governing Documents. The Board has the right to establish and enforce rules and regulations governing the use of the Common Area, including but not limited to rights of use, hours of use, delegation of use, and standards of conduct. Additional rights to establish rules and regulations governing the Common Area may be set forth and established elsewhere in the Governing Documents.

(c) Board Authority Over the Common Area. The Board has the right, for and on behalf of the Association, to:

(i) with the approval of at least 51% of Owners to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority, or utility;

(ii) grant easements for public utilities or other public purposes consistent with the intended use of the Common Area;

(iii) take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure; and

(iv) take such other actions with respect to the Common Area which are authorized by or otherwise consistent with the Governing Documents.

ARTICLE 3 ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Membership

- Every Lot Owner is a Member of the Association. Membership in the Association automatically transfers upon conveyance of title to a Lot to another person or entity.

3.2 Voting Rights

- Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

3.3 Change of Corporate Status

- The Association has been set up and established as a non-profit corporation under Utah law. However, as provided in the Community Association Act, the continuing existence and viability of the Association is not vested in its corporate status. During any period in which the Association is not incorporated or otherwise has a change of corporate status (e.g., involuntary dissolution under the Utah Nonprofit Corporation Act for failure to file for corporate renewal), the Governing Documents shall nevertheless continue to be effective as the Governing Documents of the Association, and the Association, the Board, and all officers and committees operating under the authority of the Governing Documents shall have all rights, power, and authority granted therein, and no Owner may escape or avoid any assessment, charge, lien, rule or other matter contained in the Governing Documents by virtue of such change of corporate status. In the case of non-incorporation, the Board is authorized, to the extent it deems necessary, and without approval of the Members, to re-incorporate under a same or similar name and such corporation shall be deemed the successor to the Association. In the event the Board does not reincorporate, the Association shall continue to operate and function under the Governing Documents as an unincorporated association.

3.4 Validity of Votes and Consents

- Any consent or vote given by an Owner on any matter in the Governing Documents shall be valid for a period of 90 days, and shall be binding on any subsequent Owner who takes title of the Lot during that period of time.

3.5 Indemnification

- The Association shall indemnify and defend the officers of the Association, members of the Board, members of the Architectural Committee, and any other Member volunteering services to the Association against any loss, damage, claims or liability, including, without limitation, reasonable attorney fees, suffered or incurred as a result of such positions or service; provided, however, no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of that person's own willful or intentional misconduct in the

performance of his or her duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The Board may, in its sole discretion, purchase D&O insurance, E&O insurance or such other insurance from reputable carriers as the Board deems reasonable, necessary or appropriate.

3.6 Rulemaking Authority

The Board may, from time to time, subject to and consistent with the provisions of the Governing Documents and Utah law, adopt, amend and repeal rules governing, among other things, use of the Common Area, parking restrictions and limitations, and restrictions on other activities or improvements on the Property which, in the opinion of the Board, create a hazard, nuisance, unsightly appearance, excessive noise, offensive smell, other adverse condition or risk, or a potential violation of any provision of this Declaration.

3.7 Notice; Promulgation of Rules

As required by the Act, before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules and design criteria of the Association, the Board shall: (a) at least 15 days before the Board meets to consider a change to a rule or design criterion, deliver notice to Lot Owners that the Board is considering a change to a rule or design criterion; (b) provide an open forum at the meeting giving Lot Owners reasonable opportunity to be heard before the Board takes action; and (c) deliver to the Lot Owners a copy of the change in the rules or design criteria which the Board approves within 90 days after decision is made by the Board. Upon delivery by Electronic Transmission or other delivery, said rules or design criteria shall have the same force and effect as if they were set forth in and were a part of this Declaration.

3.8 Electronic Transmission and Notice

With respect to every notice, delivery or other communication provision contained in this Declaration, the providing of such notice, delivery or other communication by Electronic Transmission shall be acceptable for such purpose and shall satisfy all requirements applicable to such notice, delivery or other communication. For notice, delivery or other communication purposes, Electronic Transmission may include the delivery of an email to Owners with the relevant information contained in such email or an attachment thereto, but may also include delivery of an email to Owners with notice of the relevant information posted on the Association website or other location and a link or instructions to such posting. Lot Owners must maintain a current street mailing addresses and a current email address with the Board or Secretary of the Association at all times. The Board and the Secretary of the Association are entitled to use the most recent Lot Owner email address on file with the Board and the Association for all Electronic Transmission, notice delivery or other communication purposes. The failure by a Lot Owner to maintain a current email address as required herein is no excuse or reason for failure to receive notice, delivery or other communications. Moreover, neither the Board nor the Association shall be held accountable if any Lot Owner does not receive any notice, delivery or other communication due to an incorrect or nonexistent email address.

ARTICLE 4
FINANCES AND ASSESSMENTS

4.1 Assessments; Authority

. The Association is authorized to levy and collect assessments against the Owners as provided for herein. The following are the types of assessments that may be levied and collected by the Association, which are more particularly described below: (1) annual assessments or charges; (2) special assessments; (3) specific assessments; (4) emergency assessments; (5) any other amount of assessment levied or charged by the Board pursuant to this Declaration; and (6) interest, costs of collection and reasonable attorney fees, as hereinafter provided.

4.2 Creation of Lien and Personal Obligation of Assessments

. Each Lot Owner by acceptance of a deed for the Lot, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments, charges, and fees, however denominated, which are authorized in the Governing Documents. All such amounts shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment or amount is charged, which lien shall arise when the Lot Owner fails or refuses to pay an assessment when due. Such assessments and other amounts shall also be the personal obligation of the person who was the Lot Owner of such Lot at the time when the assessment became due. No Lot Owner may exempt himself, herself or itself from liability for assessments. The obligation to pay assessments is a separate and independent covenant on the part of each Lot Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes or fails to take.

4.3 Purpose of Assessments

. The assessments levied by the Association must be used to advance the purposes for which the Association was formed, as set forth and articulated in the Governing Documents. The assessments may provide for, but are not limited to the payment of taxes on Association property and insurance, if any, maintained by the Association; the payment of the cost of repairing, replacing, and maintaining the Common Area; the payment of administrative expenses of the Association; the payment of insurance deductible amounts to the extent not otherwise recoverable from a third party, as applicable; the establishment of capital and operational reserve accounts; the payment of any professional services deemed necessary and desirable by the Board; and other amounts required by this Declaration or that the Board shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Board, for the payment of other charges including (without limitation) maintenance, management, and utility charges.

4.4 Annual Assessments

. The establishment of annual assessments shall be according to the procedures and requirements of Section 4.5.

4.5 Annual Assessments; Budgeting

(a) Adoption of Budget. The Board shall prepare and adopt a budget for the Association on an annual basis. The proposed budget shall then be presented to the Members and adopted at a meeting of the Members by a majority of the Members in attendance at such meeting, including those present in person or by proxy. If a budget is not approved by the Members, the budget that the Board last adopted that was approved by the Members continues as the budget until the Board presents another budget to Members that is approved.

(b) Budgeting. The budget of the estimated Common Expenses for each fiscal year must calculate and establish the annual assessments for that fiscal year. Annual assessments for Common Expenses shall be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operation of the Common Area; premiums for insurance coverage, if any, as deemed desirable or necessary by the Association; landscaping, care of grounds, and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; legal and accounting fees; management fees; expenses and liabilities from a previous assessment period; and the supplementing of the reserve fund for general, routine maintenance, repairs, and replacement of the Common Area as required by section 57-8a-211 of the Community Association Act.

(c) Notice of Budget and Assessment. The Board shall provide a copy of the budget, together with notice of the amount of the annual assessment to be levied pursuant to such budget, to each Owner or post such copy of the budget on the Association website at least 30 days prior to the meeting of the Members to consider the budget. Once the budget has been approved by the Members pursuant to Section 4.5(a), the Board is thereafter authorized to levy the assessment as provided for in the budget.

(d) Failure or Delay in Adopting Budget. The failure or delay of the Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his/her or its allocable share of the Common Expenses and in the event of such failure or delay, all Owners shall continue to pay assessments on the same basis as during the last year for which an assessment was made until notified of the amount of the new annual assessment which is due on the first day of the next payment period which begins after such new annual or adjusted budget is adopted and the Owners receive notice as provided herein.

(e) Adjustment of Budget and Assessment. The Board may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth in Section 4.5(a).

4.6 Special Assessments

In addition to the annual assessments, the Board may levy in any assessment year a special assessment, applicable to that year only to cover unbudgeted expenses or expenses in excess of budgeted expenses, including but not limited to defraying, in whole or in part, the cost of any

construction, reconstruction, repair or replacement of Common Area and any structures, fixtures and personal property related thereto. Except as otherwise provided in this Declaration, any special assessment that applies to all Members shall require the unanimous approval of the Board and approval of at least 20% of the Members. Any special assessment greater than \$200 per Owner shall require a meeting to be held where all Members may attend and share their opinions and shall require the approval of a majority of the Members present in person or by proxy. Special assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal years in which the special assessment is approved. Once approved, Members shall be given at least 30 days' notice to fund the special assessment.

4.7 Specific Assessments

. The Association has the power to levy specific assessments against a particular Owner or Lot to cover costs incurred in bringing that specific Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, tenants, or guests. If the affected Owner disputes the specific assessment, he/she or it shall have the right to a hearing with the Board to contest such assessment before the specific assessment shall become due and payable by such Owner.

4.8 Emergency Assessments

. Notwithstanding anything contained in this Declaration, the Board, without Member approval, may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process. The resolution shall be distributed to the Members with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility, maintenance or similar expense or increase, the assessment created thereby shall be discontinued by the Board through a similar resolution if the expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Board finds: (a) an expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Board finds that immediate action is necessary and in the best interests of the Association.

4.9 Uniform Rate of Assessment

. Unless otherwise provided for in this Declaration or elsewhere in the Governing Documents, assessments must be fixed at a uniform rate for all Lots.

4.10 Payment; Due Dates

(a) The Annual Assessments and charges provided for herein shall commence to accrue against a Lot Owner upon conveyance of the Lot to the Owner.

(b) Annual Assessments are assessed on an annual basis and due on January 31st of each year, unless otherwise determined by the Board.

(c) The Board may require advance payment of Annual Assessments at closing of the transfer of title to a Lot.

(d) Payment of assessments shall be applied first to any accrued interest, then to any accrued costs, charges, and fees, and then to the principal amount of the assessment. No Owner may direct the Association or its agents or employees to apply payments in any other manner or method and any such attempt to do so will not be recognized.

4.11 Effect of Non-Payment of Assessment; Remedies of the Association

. Any assessment or installment thereof not paid within 30 days after the due date is delinquent and shall bear interest from the due date at the rate of 18% per annum (or such lesser rate as the Board may by resolution determine appropriate) until paid. In addition to the interest charge, the Board may also assess a monthly late fee for any unpaid balance after the 30-day grace period from the due date. The amount of the late fee shall be 5% of the principal amount of the applicable assessment or installment or such other amount set forth in a schedule of fines that the Board adopts and publishes from time to time.

(a) Remedies. To enforce this Article, the Board may, in the name of the Association:

(i) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the Association's lien for the assessment;

(ii) after giving notice by certified mail as required by Section 57-8a-303 of the Community Association Act, foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, to the same extent as though the Association lien was a trust deed;

(iii) restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Owner;

(iv) if the Owner is leasing or renting his/her or its Lot, the Board may, in accordance with Section 57-8a-310 of the Community Association Act, demand that the Owner's tenant pay to the Association all future lease or rent payments due from the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid;

(v) exercise any other rights authorized by the Community Association Act for non-payment of assessments and other charges;

(vi) suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner's Lot remains unpaid;

(vii) accelerate all assessment installments that will become due within the subsequent 12 months so that all such assessments for that period become due and payable at once; and/or

(viii) Record a lien against the Lot on any assessment or installment payment more than 60 days past due. All costs and expenses associated with the preparation and recording of the lien will be assessed and added to the Owner's account. The Association will not release the lien until all amounts due and owing, including all past due amounts, interest, charges, and attorney fees, are paid in full.

(b) Attorney Fees and Costs. There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association, together with, where applicable, an account for the reasonable rental for the Lot from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

(c) Power of Sale. A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale, the Lot may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. To exercise this power of sale, the Association must first designate a person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure by recording that designation in the office of the Davis County Recorder in accordance with Utah Code § 57-1-20 and § 57-8a-302.

4.12 Exempt Property

. The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by any local public authority; (b) all Common Area; and (c) any other property declared exempt as set forth in this Declaration or within any Plat.

4.13 Subordination of Lien to Mortgages

. The lien of the assessments provided for herein is subordinate to: (a) a lien or encumbrance recorded before the Declaration is recorded; (b) a first or second security interest secured by a Mortgage that is recorded prior to any notice of lien filed by or on behalf of the Association; and (c) a lien for real estate taxes or other governmental assessments or charges against the Lot.

4.14 Termination of Lien

. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, extinguishes

the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve an Owner from personal liability for assessments coming due after taking title or from the lien of such later assessments.

4.15 Books, Records, and Audit

(a) The Association shall maintain current copies of the Governing Documents and other similar documents, as well as its own books, records and financial statements which must be made available for inspection by Members pursuant to Section 57-8a-227 of the Community Association Act during normal business hours upon reasonable notice. The Association may charge a fee for copying, researching or extracting from such documents.

(b) The Association shall prepare a roster of Owners in the Property and the assessments applicable thereto at the same time that it fixes the amount of the annual assessment. The Association's treasurer shall keep this roster and record each Lot Owner's payments of assessments thereon.

(c) The Association shall, upon written request, and for a reasonable charge not to exceed the amount provided in the Act, furnish a written statement signed by an Association officer setting forth whether the assessment on a specified Lot has been paid.

ARTICLE 5
ARCHITECTURAL CONTROLS AND BUILDING STANDARDS

5.1 Establishment of Architectural Committee

. An Architectural Committee is hereby established to perform the functions set forth in this Declaration. The Architectural Committee has sole and exclusive authority with respect to all approvals and decisions required under this Article.

5.2 Representatives on Committees

. The Architectural Committee shall be composed of a minimum of three Members appointed by the Board. If the Board does not establish or appoint the Architectural Committee, the Board itself shall carry out the functions and responsibilities of the Architectural Committee. Members of the Architectural Committee will serve until they resign or are released from this service at any time by the Board.

5.3 Architectural Guidelines; Amendment and Enforcement; Adoption of Rules

. The Architectural Committee shall follow the guidelines and standards set forth in this Article in determining whether to approve or deny any request. The Architectural Committee may also create, approve, adopt, and amend Architectural Guidelines to ensure that the any dwelling or structure within the Property is built, constructed, modified, renovated, and used according to the community-wide standard prevailing within the Summerwood Estates. To the extent not

inconsistent with this Declaration, the Architectural Committee may establish procedural rules and regulations to govern the submission, review, and approval of any plans submitted to it for review (“Committee Rules”). If established, copies of any Architectural Guidelines not included in this Article 5 and any Committee Rules adopted or amended must be made available for inspection at the office of the Association during reasonable business hours.

5.4 Architectural Approval Required

. No structure, building, fence, wall, alternative energy panels, or thing shall be placed, erected, or installed upon the Property and no improvements or other work (including staking, clearing, excavation, grading and other site work, paving, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Property until the plans and specifications to scale showing, without limitation, the nature, kind, shape, height, materials, colors, building, garages, walks, drives, fences, lights, and retaining walls, with elevations of the existing and finished grades have been submitted in writing to and approved in writing by the Architectural Committee in accordance with this Article, the applicable Architectural Guidelines, and any Committee Rules. Architectural Committee approval is required regardless of whether the structure, building, fence, wall, or thing to be constructed, placed, erected, or installed is new, or an addition, extension or expansion, change or alteration, or re-construction, replacement, re-erection, or re-installation of any of the foregoing.

5.5 Discretion of Architectural Committee

. Decisions of the Architectural Committee shall be based upon the Architectural Committee’s good faith determination as to whether the application meets the criteria set forth herein and in any applicable Architectural Guidelines and zoning ordinances.

5.6 Response of Architectural Committee; Deemed Approval

. The Architectural Committee shall give each applicant written notice of its decision approving or denying the request within 60 days of receipt of the completed application. In any case in which a request is disapproved, the notice of disapproval (the “Disapproval Notice”) issued by the Architectural Committee shall be in writing and shall state with reasonable specificity, to the extent possible, the basis upon which the Architectural Committee has concluded that the application fails to meet applicable standards and provide guidance on what steps may be taken, if any, for approval. Failure by the Architectural Committee to deliver such Disapproval Notice within the applicable time period shall be deemed to evidence approval of such request.

5.7 Filing of Application

. Notwithstanding anything to the contrary set forth elsewhere in this Declaration, no proposal or request shall be deemed filed with the Architectural Committee until all items required to be submitted in connection therewith under this Article and applicable Architectural Guidelines or Committee Rules have been actually received by the Architectural Committee. The Architectural Committee shall notify the applicant in writing of any items required to be submitted in connection with any such proposal or request which was not so submitted. Such notification shall be given as promptly as is reasonably possible.

5.8 Rights Following Disapproval

. If an Owner receives a Disapproval Notice, the Owner may exercise any and all available rights or remedies at law or equity in regard to such disapproval. In the event of any review of such a disapproval (whether in a court of law or pursuant to arbitration), it is agreed that the standard to be applied in such review shall be whether the standards set forth in this Article, any applicable Architectural Guidelines, the Committee Rules, and/or the applicable zoning ordinances were met or satisfied in all material respects by such application and whether such standards were applied by the Architectural Committee in a reasonable manner consistent with such standards. No Disapproval Notice shall be upheld if the challenging Owner proves that the Architectural Committee or any of its members acted arbitrarily, capriciously, or in bad faith in disapproving such application.

5.9 Architectural Committee's Certificate

. Any approval of a submittal by the Architectural Committee given or made pursuant to the provisions of this Declaration which is evidenced by a certificate signed by at least a majority of the members of the Architectural Committee shall be irrevocable and not subject to change by the Architectural Committee. Any such certificate may be conclusively relied upon by all parties, including, without limitation, any Owner, tenant or purchaser of any Lot or portion thereof, or of any interest therein; by any lender taking any Lot as security; and by any title insurance company. Any such certificate may be recorded in the County records by the Architectural Committee. The absence of such a certificate, however, shall not constitute evidence of disapproval by the Architectural Committee of any submittal made to the Architectural Committee (as in any case where approval is deemed to have been given by virtue of the failure of the applicable Architectural Committee to issue a Disapproval Notice within the required time).

5.10 Fees for Development Proposal Submissions

. The Architectural Committee is authorized to charge a fee pursuant to a written fee schedule that it may adopt from time to time to review and respond to any proposal submitted to the Architectural Committee for approval. Fees charged by the Architectural Committee may include, but are not limited to, fees to review plans as well as to review any amendments made to a prior submission. However, any fees charged to review the plans shall not exceed the actual cost of that review. In addition to fees for the review, the Architectural Committee may require payment of a damage deposit or an appropriate bond along with the application.

5.11 Enforcement Authority

. The Architectural Committee is vested with authority to enforce the Architectural Guidelines and the Committee Rules it establishes, including, but not limited to, the authority to establish and levy fines and penalties, initiate legal proceedings to enforce this Article, any applicable Architectural Guidelines and Committee Rules, and abate or enjoin any violation thereof, and take any other action authorized by this Declaration or contemplated hereby.

5.12 Non-Liability; Indemnification

. Rules, regulations, standards, guidelines, and procedures established by the Architectural Committee are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property. Neither the Architectural Committee, the Association nor their respective members, officers or Directors shall bear any responsibility, duty or liability for ensuring the structural or mechanical integrity or soundness of approved construction or modifications, nor for ensuring compliance with this Declaration, and any building codes and other governmental requirements. Nor do they ensure that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property Owners. The Architectural Committee, the Association, the Board, and their respective members, officers and Directors shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

5.13 Design Restrictions and Requirements

. In order to promote a harmonious development and protect the character of the Property, the following guidelines, together with any guidelines hereafter established by the Architectural Committee, are applicable to the Property:

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two (2) stories in height (not counting the basement) and private garage for not less than two (2) vehicles and not more than four (4) vehicles without the prior written approval of the Architectural Committee. Carports are prohibited. Rambler-style and single story houses shall have a minimum of 3,000 finished square feet of floor area above finished grade, not counting the basement. Two-story and multi-level houses shall have a minimum of 3,500 finished square feet of floor area above finished grade, not counting the basement. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs, and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from this requirement must be approved in writing by the Architectural Committee.

(b) Construction Quality, Size, and Cost. The Architectural Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. in relation to other dwelling structures within Summerwood Estates. All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good quality workmanship and materials and shall have a fair market value upon completion of not less than \$500,000.00, excluding land value, and closing fees. The foregoing amount shall be indexed for inflation based upon the most relevant consumer price index selected by the Board from and after the date of this Declaration. Only those exterior materials which will blend harmoniously with the natural environment, with special emphasis on earth-toned colors, shall be permitted. All exterior material shall be new, except pre-approved used brick, and consist of brick, rock, stucco, or combination approved in writing by the Architectural Committee. Aluminum soffit and fascia is acceptable. No aluminum

exterior siding homes is permitted. No wood exterior siding is permitted with the exception of a masonite-type material in combination with brick, rock, and/or stucco if approved by the Architectural Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Architectural Committee. No pre-manufactured homes shall be permitted. No flat roofs are permitted without the prior written approval of the Architectural Committee. Pitched roofs must be at least 6/12 pitch and no greater than 10/12. A minimum width of 6 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spark arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

(c) Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, asphalt, quarry tile, brick, or paving blocks. Gravel areas are not permitted.

(d) Construction Time. There is no time limit for beginning construction; however, upon commencement, the construction time for the exterior portion of any structure shall not exceed 18 months from start to finish. "Start" means the time in which any foliage is cut or removed or grading undertaken in anticipation of the landscaping or construction activities. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18-month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks within the Property.

(e) Construction activities; nuisance. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be piled only in such areas as may be approved by the Architectural Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Architectural Committee, which may require screening of the storage areas.

(f) Building Location. No building shall be located on any Lot nearer to the front lot line or the rear lot line than the minimum building set-back lines required by Bountiful City. No building shall be located on any Lot nearer to the side lot line or nearer to the side street line than 15 feet.

5.14 Temporary Occupancy and Temporary Buildings

No trailer, RV, motor home, tent, shack, garage, barn, or temporary or mobile buildings or structures of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used for non-residential purposes, if approved by the Architectural Committee, during the construction on any Lot must be removed immediately after construction is completed.

5.15 Accessory Structures

. Patio structures, trellises, sunshades, gazebos, and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures, and materials approved for the main residential dwelling and approved by the Architectural Committee prior to construction or installation. Buildings and improvements such as swimming pool and tennis court dressing facilities may be constructed on any Lot as long as they are in conformity with the requirements of this Declaration. All pools must be fenced in compliance with applicable laws and ordinances and with the prior written approval of the Architectural Committee as to fence design and material.

5.16 Fences and Walls

. Fencing and walls shall be stucco, wood, brick, masonry, stone, wrought iron or other material approved in the specific instance by the Architectural Committee. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any area designated by Bountiful City as non-buildable. Fences, walls, or hedges shall not exceed 6 feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; (ii) in any portion of a rear yard which is highly visible from any street or non-adjoining Lot within the Property because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Architectural Committee; and (iii) any portion of the Lot having a slope greater than 30%. On corner Lots, no fence or other similar structure shall be erected to a height in excess of three and one-half (3.5) feet in any side yard bordering a street. All fences and walls require a building permit from Bountiful City and must have prior written approval of the Architectural Committee.

5.17 Landscaping

(a) Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas must be approved by the Architectural Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks, and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Architectural Committee.

(b) No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion, or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Architectural Committee.

(c) Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

(d) Landscaping may include a combination of lawn, shrubs, or ground cover permitted by the Architectural Committee. Ground cover may include vegetative vines, low-

spreading shrubs, annual or perennial flowering or foliage plants, or such other materials specifically permitted by the Architectural Committee. Species, size, and placement of landscape elements shall be determined by the Owner and approved by the Architectural Committee prior to commencement of landscaping.

(e) Deadline for Completion of Landscaping. The front yard of each Lot (from the street to the front line of the residence on the Lot) shall be landscaped within one year of the occupancy date of any structure built upon said Lot. The remainder of the Lot shall be landscaped within two (2) years of the occupancy date of any structure built upon said Lot.

(f) Revegetation of Slopes. The Owner of a Lot with any slope of 30% or greater must immediately revegetate said slope and present a revegetation plan to the Architectural Committee for review and approval.

ARTICLE 6 MAINTENANCE

6.1 Association's Responsibility

. The Association is responsible for maintenance of the Common Area. The cost of such maintenance shall be a Common Expense. This maintenance includes but is not limited to upkeep of all landscaping and lighting within the Common Area, and upkeep and maintenance of any structures which constitute part of the Common Area.

6.2 Owner's Responsibility

. Owners are responsible for the care and maintenance of their Lots and all structures thereon. Owners shall keep their Lots free from rubbish, litter and noxious weeds. All structures, landscaping and improvements shall be maintained in good condition and repair at all times. If an Owner fails to perform these responsibilities, the Architectural Committee and/or the Board may, in addition to any fees or other charges, after a 15-day written notice provide landscaping maintenance or general clean up on any Lot and charge the Owner the costs of such maintenance as a specific assessment.

ARTICLE 7 CONDEMNATION; PARTITION

7.1 Condemnation

. Each Owner shall be given notice if all or any part of the Common Area is taken or condemned (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain. The award made for such taking or condemnation shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within 60 days after such taking Members representing at least 75% of the total vote of the Association otherwise agree, the Association shall

restore or replace such improvements on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board.

(b) If the taking does not involve any improvements on the Common Area, or if the Board decides not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

7.2 No Partition

. Except as otherwise permitted in this Declaration, the Common Area shall remain undivided and no person or entity shall bring any action for the partition of any portion of the Common Area without the written consent of all Owners. This section shall not be construed to prohibit the Board from acquiring and disposing of title to real property which may or may not be subject to this Declaration. Owners may not partition any Lot.

ARTICLE 8 USE AND CONDUCT RESTRICTIONS AND REQUIREMENTS

8.1 General Use Restrictions

. The use of all Lots is restricted to residential dwellings and buildings in connection therewith.

8.2 Quiet Enjoyment

. No noxious or offensive activity shall be carried on upon any part of the Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to any Lot Owner, or which shall in any way interfere with the quiet enjoyment of another Lot Owner.

8.3 Signs

. No signs of any kind shall be displayed to public view on any Lot except (a) one sign of not more than five square feet advertising the property for sale or rent, (b) one sign providing notice of home security less than four square feet in size and placed at least 10 feet back from any roads or common areas, and/or (c) as permitted by the Architectural Committee. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home or on a Lot is prohibited.

8.4 Compliance with Laws; Nuisances

. No Lot Owner shall permit anything to be done or kept in such Owner's Lot or any part of the Property that is in violation of any applicable federal, state, or local law, ordinance, or regulation. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors, discharges or loud music or noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance or annoyance shall be permitted to exist or operate upon

any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants.

8.5 Motor Vehicles

. No vehicles, RVs, motor homes, trailers, boats, or equipment of a similar nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e., visitor vehicles) may be parked on streets for brief periods of time (i.e., less than twenty-four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the Lot being visited.

8.6 Parking and Storage

. No mechanic work or repairs are to be conducted in streets or front yards of houses. No inoperative automobile or vehicle shall be placed or remain on any Lot or adjacent street for more than 48 hours. No commercial-type vehicles and no trucks shall be parked or stored on the front yard setback of any Lot or within the side yard buildings setback on the street side of a corner Lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, RVs, buses, tractors, and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view as approved by the Committee. Sufficient side yard gate access should be planned and provided for in the design of the home to permit ingress, egress, and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. No pads used for the storage of vehicles or other material either temporarily or permanently shall be constructed within the side or the front yard setback requirements of any Lot. This open space shall remain unoccupied and unobstructed by building, vehicles, and/or hard surfaces such as asphalt, concrete, and paved surfaces.

8.7 Commercial Activity

. Home occupations conducted entirely within a dwelling and carried on only by persons residing in the dwelling and which are incidental and secondary to the use of the dwelling for single-family residential purposes are allowed, subject to the provisions of this Declaration. These uses include private piano lessons, private tutoring, a professional home office or library, and similar uses which do not change the character of the residential dwelling or permit more than a single person to enter on the Lot for services at any given time. Such uses must be properly licensed by the City of Bountiful and approved by the Board. Any other commercial, business, or use for remuneration which exceeds the scope of the foregoing restriction or in which the Lot Owner surrenders full-time occupancy or exclusive use of the Owner's Lot to another is prohibited. By way of example but not limitation, this prohibition applies to rehabilitation or addiction treatment homes, sober living homes, half-way homes, company homes, club homes, group living arrangements, temporary rentals and living arrangements, and similar uses.

8.8 Snowmobiles; Motorbikes

. The use or operation of snowmobiles within the Property is not permitted. The use of motorcycles and any three or four-wheel recreational type vehicles which may create an

unreasonable annoyance are limited to use on the streets for purposes of ingress and egress only and not for recreational purposes anywhere within the Property.

8.9 Clothes Drying Facilities

. No outside clotheslines or other drying apparatus shall be erected, placed, or maintained on any portion of the Property.

8.10 Pets and Animals

. The Association is committed to the preservation and protection of native animal wildlife which may from time to time wander onto and through the Property. Such wildlife shall not be fed or hunted within the Property. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred, or kept on any Lot except that of domestic dogs (a maximum of three), cats (maximum of four), and other household pets that may be permitted by the Board as long as they are maintained in accordance with this Declaration and any additional rules and regulations imposed by the Board and are not a nuisance or annoyance (including, without limitation, repeated and annoying barking) or kept, bred, or maintained for any commercial or remunerative purposes. No dog shall be allowed to roam unattended on the Property. All dogs going outdoors must be on a leash under the direct supervision and control of the Owner or confined by a physical or electric fence on the Owner's Lot. The manner and location of all dog runs or kennels must not interfere with the use and enjoyment of adjacent Lot Owners and must be approved by the Architectural Committee.

8.11 Hazardous Activities and Substances

. No Owner shall engage in or permit any of said Owner's guests, visitors, tenants, or invitees to engage in any activity in violation of the provisions of this Declaration or that will cause an increase in insurance premiums for insurance coverage on the Property nor shall any Owner or any Owner's guests, visitors, tenants, or invitees engage in any activity that will cause or permit any hazardous substance or material to be stored, used or disposed of on or within the Property.

8.12 Water Discharge

. Owners shall not suffer or permit irrigation or water from the roof or eaves of any house, building, or other structure or from any source under their control to be discharged and spread upon the surface of any sidewalk, street, or adjoining Lot.

8.13 External Apparatus

. No Lot Owner shall cause or permit anything (including, without limitation, awnings, banners, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Architectural Committee.

8.14 Exterior Antennas, Lights, and Power Lines

. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator, or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the

surrounding Property. Satellite dishes for television and/or internet connections are permitted provided they are screened from view of neighboring Lots and streets to the extent possible without disrupting service or reception. The location of such satellite dishes must be approved by the Architectural Committee. Exterior lighting, other than appropriate landscape lighting, that is detached from the dwelling will not be allowed unless approved by the Architectural Committee. It is anticipated that variances for exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. No shortwave radio antennas may be constructed on any Lot or attached to any structure thereon without the prior written approval of the Architectural Committee.

8.15 Garbage Removal

. All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Garbage shall be placed in proper containers. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection. The burning of rubbish, leaves, trash or other material on the Property is prohibited.

8.16 Pest Control

. No Lot Owner or Lot occupant shall permit anything or condition to exist within or upon the Lot which would induce, breed, or harbor insects, rodents, or other pests. In addition to such pest control services as may be provided by the Association, each Lot Owner shall perform such pest control activities within and upon the Lot as may be necessary to prevent insects, rodents, and other pests from being present in such Owner's Lot.

8.17 Oil and Mining Operations

. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

8.18 Solar Equipment

. Solar panels are to be integrated into roof design and ground mounts are not allowed. Panels and frames must be compatible with roof colors, all equipment must be screened from view, and prior written approval must be obtained from the Architectural Committee.

8.19 Pools, Spas, Fountains, Fire Pits, Sound Systems, Game Courts

. Pools, spas, fountains, fire pits, outdoor sound systems and game courts must be approved by the Architectural Committee and shall be located to avoid impacting adjacent properties with light or sound. No game courts shall be located in front yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Nothing herein shall be construed as permitting the construction of skateboard areas and/or similar areas and ramps, which structures shall be prohibited.

8.20 Fuel Storage

. No tank for storage of fuel may be maintained above, on or under the surface of the ground without the prior written consent of the Architectural Committee in accordance with applicable law.

ARTICLE 9 LEASES AND LEASING

9.1 Purpose and Intent of Lease Restrictions

. Summerwood Estates was developed as a high-end residential community consisting of Lots to be used as single-family residences, consistent with the purposes and objectives of the Property, and subject to the protective covenants, conditions and restrictions contained in this Declaration. To protect the value and desirability of Summerwood Estates as a harmonious and attractive residential community, the following lease and rental restrictions apply to all Lots.

9.2 Leasing, Renting

. The leasing or renting of Lots for any period of less than 90 days is prohibited. This prohibition includes using Lots as short-term (less than 90 days), weekly, or nightly rentals or for any use that would violate the activity restrictions in Section 8.7 or other provisions of this Declaration. Evidence of such prohibitive use includes, but is not limited to, the listing of a Lot on VRBO, Airbnb or any other similar service whether currently existing or to be developed in the future. Furthermore, any lease or rental of 90 days or longer that allows different individuals to reside on a Lot for fewer than 90 days is also prohibited. Subject to the restrictions and requirements in this Declaration, leasing is otherwise permitted provided that (a) it is for single-family residential purposes and the number of occupants under any such lease does not exceed the lesser of (i) four adults and 10 total people (all of whom must be immediate family members of each other, unless prior written approval is obtained by the Board) or (ii) the maximum number permitted by applicable law, and (b) it does not result in the parking of more than four automobiles upon or near the Lot. Subletting of Lots is prohibited and any lease on a Lot must be directly between the current Lot Owner and the lessee. A lessee is prohibited from subletting the Lot or any portion thereof and is prohibited from using the Lot in any way to facilitate or run any business or commercial activity other than a home-based business approved by the Board and in compliance with Section 8.7 and all other provisions hereof. Leases to businesses, companies or corporations are prohibited and all leases must be between the Lot Owner and a named natural person or persons who intend to reside personally at the Lot. Any arrangement, agreement, understanding or practice that may be in technical compliance with this Declaration or other Governing Documents but which are viewed or intended to circumvent the spirit, purposes and objectives of this Declaration or other Governing Documents shall be prohibited.

9.3 Notification of Board

. An Owner who intends to enter into a permitted lease or rental agreement must first notify the Board in writing at least 30 days prior to the execution of any such lease or rental agreement. A copy of any such lease or rental agreement must be submitted to the Board within 15 days after execution by the tenant. An Owner must comply with the foregoing notice provision for each tenant with which it enters into a lease or rental agreement and for each renewal of any existing

lease or rental agreement. In addition, the lease or rental agreement must reference this Declaration, require the tenant to comply fully with all of the terms and provisions hereof, and name the Association as an intended third-party beneficiary thereof.

9.4 Timeshares Prohibited

. No Owner shall offer or sell any interest in his/her or its Lot under a “timesharing, “interval ownership” or other similar plan or arrangement.

9.5 Leasing Requirements

. Subject to the provisions of the Community Association Act, any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the other Governing Documents and that the tenant’s failure to comply with the terms of these documents shall be a default under the lease. Lots may be leased only in their entirety. Subleasing of Lots or assignment of any leases without prior written approval of the Board is prohibited. Any lease or rental agreement, whether an initial agreement or any renewal thereof, shall provide for a minimum lease term of not less than 90 days. The Board has the authority, in its sole discretion, to allow leases for a term of less than 90 days upon a showing by the Owner that such a lease is required to avoid unforeseen and undue hardship and only in unusual and limited circumstances. Furthermore, the Board is authorized to make this Article more restrictive, including but not limited to requiring longer minimum lease periods of up to six months. The adoption of any such rule must be in conformity with the Act, recorded in the Davis County Recorder’s office, and allow any Owner renting their Lot under a lease term not in conformity with any new rule to continue renting until the end of the current lease term, not to exceed six months.

9.6 Enforcement Against Owner

. The Association may impose a fine for any violation of this Article. The amount of the fine shall be established in a fine schedule adopted by the Board. Before assessing the fine, the Association must provide the Lot Owner with a written warning required by section 57-8a-208(2)(a) of the Act, as further set forth in Section 13.3. Such fine shall be imposed after a 10-day written notice is given to the Owner of such violation. After the 10-day notice period provided herein, the Association may impose an additional fine on the Owner for each 10-day period that such violation continues, which additional fines shall constitute a lien upon such Owner’s Lot. Any conflict of inconsistency between the terms of any fine schedule adopted by the Board and the provisions hereof shall be governed and controlled by the provisions hereof. The Association need not provide any additional notice prior to fining an Owner for a continuing violation, or if the Owner commits the same violation within one year of the initial 10-day notice. There shall be added to any such fine reasonable attorney fees and costs incurred by the Association in enforcing this Article. Any fine levied pursuant to this Article shall be recoverable by the Association in the same manner as an assessment under Article 4, and shall create a lien in favor of the Association against the Owner’s Lot in the same manner as an assessment.

9.7 Enforcement of Lease by Association

. Any permitted lease or rental agreement for any Lot within the Property shall include the following language, and, if such language is not expressly contained in such lease or rental agreement, the Lot Owner agrees that such language shall be deemed incorporated into the lease or rental agreement:

NOTICE: Any violation of the First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Summerwood Estates Subdivision Phases 1, 2, 3 and 4 (the “Declaration”) and/or any rules and regulations adopted pursuant thereto (collectively, the “Violations”), by the lessee, any occupant, or any invitee or guest of lessee or any occupant, is deemed to be a default under the terms of the lease or other agreement between lessee and the Owner, thereby authorizing the Owner, the Board of Directors of the Summerwood Estates Homeowner Association (the “Association”), or any management company which contracts with the Association, to terminate the lease or other agreement without liability and to evict the lessee and any occupant, invitee or guest in accordance with Utah law. The Owner hereby delegates and assigns to the Board of Directors of the Association, or any management company which contracts with the Association, power and authority of enforcement against the lessee for breaches resulting from any Violations, including the power and authority to evict the lessee and any occupant, invitee or guest as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Board of Directors of the Association proceeds to evict the lessee or any occupant, invitee or guest, any costs, including reasonable attorney fees, court costs, and any other expenses incurred by the Association associated with the eviction, shall be paid by the Owner of the Lot or result in an assessment and lien against the Lot.

9.8 Cumulative Nature of Remedies

. The remedies provided in this Article are cumulative and in addition to any remedies provided in this Declaration or at law or in equity.

ARTICLE 10 EASEMENTS

These easements are in addition to those which may be set forth elsewhere in the Governing Documents.

10.1 Maintenance by Association

. An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair.

10.2 Owners’ Easements of Enjoyment

. Every Owner has a right and easement of use and enjoyment in and to the Common Area. This easement is appurtenant to and passes with the title to every Lot, subject to the provisions of the Governing Documents and such rules and regulations adopted by the Board.

10.3 Easements of Record

. The easements provided for in this Article shall in no way affect any other recorded easement including easements located and designated on the Plat for public utilities and other service providers.

ARTICLE 11 AMENDMENT

11.1 By the Members

. Except as otherwise specifically provided herein, this Declaration may be amended, modified, extended, or revoked, in whole or in part, by the affirmative vote or written consent, obtained by written ballot in person, by proxy or otherwise, or any combination thereof, of Owners representing at least 51% of the Members of the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision, if any.

11.2 By the Board

. The Board has the right to unilaterally amend this Declaration if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination.

11.3 Validity

. Any procedural challenge to an amendment made by the Board must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

11.4 Effective Date

. Unless a later effective date is specified in the amendment, any amendment shall be immediately effective upon recording in the office of the Davis County Recorder a copy of such amendment accompanied by a verified certificate of the Secretary of the Association stating that the required number of votes or consents was obtained and that a record of such votes or originals of the consents will be placed on file in the Association's office. In the case of unilateral amendment by the Board as provided for herein, such amendment shall be immediately effective upon recording in the office of the Davis County Recorder a copy of such amendment signed and verified by the President of the Association and acknowledged by the Secretary.

ARTICLE 12 ENFORCEMENT

12.1 Violations Deemed a Nuisance

. Every violation of this Declaration or any rule, regulation, or resolution established pursuant to the authority of this Declaration is deemed a nuisance and is subject to all the remedies provided for the abatement or correction of the violation provided for in this Declaration, any rule, regulation, or resolution, or by law or equity.

12.2 Legal Action Authorized

. The Association, through the Board, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration or any rule, regulation, or resolution established pursuant to the authority of this Declaration, including all charges and liens now or hereafter imposed pursuant to the authority of this Declaration, against any person, persons, or entities violating or attempting to violate any provision of this Declaration or any rule, regulation, or resolution established pursuant to the authority of this Declaration, to restrain or abate or otherwise recover damages for the violation, and against the land to enforce any charge or lien created by this Declaration. In addition to taking legal action, the Board shall have the right to grant variances and stay enforcement proceedings against any Owner on a case-by-case basis when it determines such action is in the best interests of the Association.

12.3 Fines and Penalties

. The Board may levy a fine or penalty against any Owner when said Owner, or the Owner's guests, tenants or invitees fail to refrain from violating this Declaration or any rule or regulation established pursuant to the authority of this Declaration. Such fine or penalty shall be in an amount that is specifically provided for in a fine schedule adopted, and amended from time to time, by the Board. The fine schedule adopted by the Board effective as of the date of this Declaration is attached hereto. The Board may establish time frames and requirements for written notice, hearings, and cure periods (in accordance with Utah Code Ann § 57-8a-208 for Owners in violation prior to levying such fine or penalty, which notice shall be at least 48 hours). Any fine or penalty levied by the Board that is not paid within 30 days shall be recoverable by the Association in the same manner as an assessment under Article 4, and shall create a lien in favor of the Association against the Owner's Lot in the same manner as an assessment.

12.4 Attorney Fees and Costs

. Any fine or penalty levied against an Owner for any violation shall include any attorneys' fees and costs incurred by the Association with respect to such violation. The prevailing party in any action to enforce this Declaration or any rule or regulation established pursuant to the authority of this Declaration shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action.

12.5 Nonexclusive Remedies

. All the remedies set forth in this Declaration are cumulative and not exclusive to any others provided elsewhere in the Governing Documents, the Community Association Act, or by other applicable laws and ordinances.

12.6 Non-Liability

. The Board, the Architectural Committee, their respective Members and the officers of the Association, in connection with their performance of duties for or on behalf of the Association, shall not be liable to any Owner, tenant, member or other individual for a mistake in judgment, or for any negligence or non-feasance arising in connection with the performance or non-performance of duties under the Governing Documents or the Community Association Act.

ARTICLE 13 GENERAL PROVISIONS

13.1 Implied Rights; Board Authority

. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

13.2 Disclaimer of Liability

. The Association, including Members of the Board and Architectural Committee, shall not be liable for any failure of services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements, any Owner, or any other person resulting from electricity, water, snow, or ice which may leak or flow from or over any of the Property or from any pipe, drain, conduit, appliance, or equipment, or any secondary or consequential damages of any type. No diminution, offset, or abatement of any assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance, or with the order or directive of any governmental authority.

13.3 Dates and Times

. In computing any period of time prescribed or allowed by the Governing Documents, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a state or federal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a state or federal holiday. The deadline of the last day of the period so computed shall be 5:00 P.M., Mountain Time.

13.4 Interpretive Conflicts

. In the event of any conflict between the provisions of any of the Governing Documents, the documents shall control in the following order of authority: (1) the Plat; (2) this Declaration; (3) the Articles; (4) the Bylaws; and (5) any rule, regulation, or resolution passed pursuant to the authority of the foregoing documents. A conflict exists when two provisions covering the same subject matter have different conditions or requirements that cannot be reconciled.

13.5 Severability

. All of the terms and provisions of this Declaration shall be construed together, but if any one of said terms and provisions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other terms and provisions, or any part thereof, shall be thereby affected or impaired; and the Association and Owners, their successors, heirs and assigns shall be bound by each term and provision of this Declaration, irrespective of the invalidity or enforceability of any other term or provision.

13.6 Duration

. The covenants, conditions, restrictions, and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

13.7 Notices; Electronic Notice

Any notice required to be sent under the provisions of these Bylaws and Declarations shall be deemed to have been properly sent when (1) delivered by Electronic Transmission to the last known email address of the person who is entitled to receive it, or (2) for non-Owner specific items such as general announcements, posted to the Association website with notice of such posting provided via Electronic Transmission to the last known email address of the person who is entitled to receive it, or (3) when deposited in the U.S. Mail to the last known address of the person who is entitled to receive it. In addition to keeping the Board informed as to their current mailing address, Lot Owners are required to maintain a current email address with the Board for such purpose. In the absence of a specific instruction from the Member, the Member's email address currently on file with the Association will be used to provide notice to the Member. Notwithstanding these provisions, a Lot Owner may, by written demand, require the Association to provide notice to the Lot Owner by mail. The Board may, by resolution, establish a procedure for notification by text message.

13.8 Gender and Grammar

. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to entities or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

13.9 Waivers

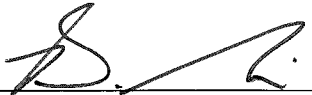
. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

13.10 Topical Headings

. The topical headings contained in any article, section, or subsection of this Declaration are for convenience only and do not define, limit, or construe the contents of this Declaration or any provision hereof.

* * *

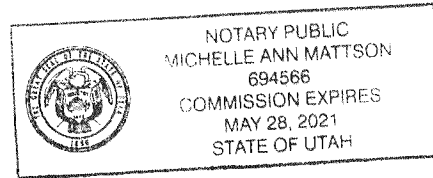
SUMMERWOOD ESTATES HOMEOWNER ASSOCIATION

By: 
Name: Brandon Nielson
Its: President

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 12 day of September, 2018, by Brandon Nielson, as President of Summerwood Estates Homeowner Association, a Utah non-profit corporation.


Notary Public



Certification

The undersigned hereby certifies that he/she is the duly appointed Secretary of Summerwood Estates Homeowner Association, a Utah non-profit corporation, and the required number of votes or consents required to approve the foregoing First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Summerwood Estates Subdivision Phases 1, 2, 3 and 4 was obtained and a record of such votes or originals of the consents will be placed on file in the Association's office.

IN WITNESS WHEREOF, I have hereunto set my hand on Sept. 12, 2018.

SUMMERWOOD ESTATES HOMEOWNER ASSOCIATION

By: Jaime Kendall
Name: Jaime Kendall
Its: Secretary

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 12 day of September, 2018, by Jaime Kendall, as Secretary of Summerwood Estates Homeowner Association, a Utah non-profit corporation.

Michelle Mattson
Notary Public

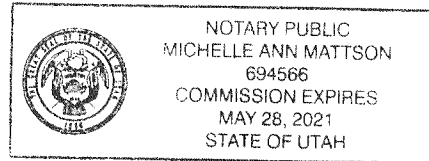


EXHIBIT A

Phase 1:

Lots 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, Open Space & Detention Basin and Parcel "A" Open Space, Summerwood Estates Subdivision, Phase 1, according to the plat thereof as recorded in the office of the Davis County Recorder.

Tax ID: 01-244-0101, 01-244-0102, 01-244-0103, 01-244-0104, 01-244-0105, 01-244-0106, 01-244-0107, 01-244-0108, 01-244-0109, 01-244-0110, 01-244-0111, 01-244-0112, 01-244-0114, 01-244-0115, 01-244-0116, 01-244-0117, 01-244-0118, 01-244-0119, 01-244-0120, 01-244-0121, 01-244-0122, 01-244-0123, 01-244-0124, 01-244-0125, 01-244-0126, 01-244-0127, 01-244-0128, 01-244-0129, 01-244-0130, 01-244-0131, 01-244-0132, 01-244-0133, 01-244-0134, 01-244-0135, 01-244-0136, 01-244-0137, 01-244-0138, 01-244-0139, 01-244-0141, 01-244-0142, 01-244-0143, 01-244-0144, 01-244-0145, 01-244-0146.

Phase 2:

Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224 and 225, Summerwood Estates Subdivision, Phase 2, according to the plat thereof as recorded in the office of the Davis County Recorder.

Tax ID: 01-245-0201, 01-245-0202, 01-245-0203, 01-245-0204, 01-245-0205, 01-245-0206, 01-245-0207, 01-245-0208, 01-245-0209, 01-245-0210, 01-245-0211, 01-245-0212, 01-245-0213, 01-245-0214, 01-245-0215, 01-245-0216, 01-245-0217, 01-245-0218, 01-245-0219, 01-245-0220, 01-245-0221, 01-245-0222, 01-245-0223, 01-245-0224, 01-245-0225.

Phase 3:

Lots 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311 and 312, Summerwood Estates Subdivision, Phase 3, according to the plat thereof as recorded in the office of the Davis County Recorder.

Tax ID: 01-259-0301, 01-259-0302, 01-259-0303, 01-259-0309, 01-259-0310, 01-259-0311, 01-259-0312, 01-259-0313, 01-259-0314, 01-259-0315, 01-259-0317, 01-259-0318, 01-259-0319, 01-259-0320.

Phase 4:

Lots 401, 402, 403, 404, 405, 406, 407, 408 and 409, Summerwood Estates Subdivision, Phase 4, according to the plat thereof as recorded in the office of the Davis County Recorder.

Tax ID: 01-275-0401, 01-275-0402, 01-275-0403, 01-275-0404, 01-275-0405, 01-275-0406, 01-275-0407, 01-275-0408, 01-275-0410, 01-275-0411

EXHIBIT "B"
[AMENDED AND RESTATED BYLAWS]

**AMENDED AND RESTATED BYLAWS
OF
SUMMERWOOD ESTATES HOMEOWNER ASSOCIATION**

TABLE OF CONTENTS

ARTICLE 1 OFFICES AND REGISTERED AGENT 1
 1.1 Principal Office..... 1
 1.2 Registered Office and Agent 1
ARTICLE 2 DEFINITIONS..... 1
ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS 1
 3.1 Membership 1
 3.2 Voting Rights..... 1
 3.3 Evidence of Membership..... 1
 3.4 Suspension of Membership..... 2
ARTICLE 4 MEETINGS OF MEMBERS 2
 4.1 Annual Meetings..... 2
 4.2 Special Meetings..... 2
 4.3 Notice of Meetings 2
 4.4 Waiver of Notice 2
 4.5 Quorum..... 3
 4.6 Proxies 3
 4.7 Voting 3
 4.8 Action by Written Ballot in Lieu of Meeting 3
 4.9 Acceptance of Votes..... 4
 4.10 Procedure; Parliamentary Rules 4
 4.11 Place of Meetings 4
ARTICLE 5 BOARD OF DIRECTORS 4
 5.1 Qualifications..... 4
 5.2 Number 4
 5.3 Term of Office 4
 5.4 Removal..... 4
 5.5 Compensation 5
ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS 5
 6.1 Nomination 5
 6.2 Election; Voting..... 5
ARTICLE 7 MEETINGS OF DIRECTORS 5
 7.1 Regular Meetings..... 5
 7.2 Special Meetings..... 6
 7.3 Quorum..... 6
 7.4 Action Without a Meeting 6
 7.5 Place of Meetings 6
 7.6 Presence of Directors at Meetings 6
ARTICLE 8 POWERS AND DUTIES OF THE BOARD OF DIRECTORS..... 6
 8.1 Powers 6
 8.2 Duties..... 6
ARTICLE 9 OFFICERS AND THEIR DUTIES 7
 9.1 Enumeration of Offices..... 7
 9.2 Election of Officers 7

9.3	Term	7
9.4	Special Appointments.....	7
9.5	Resignation and Removal.....	7
9.6	Vacancies.....	7
9.7	Multiple Offices.....	8
9.8	Duties.....	8
9.9	Compensation	8
ARTICLE 10 COMMITTEES.....		8
10.1	Creation and Appointment.....	8
10.2	Architectural Committee	9
ARTICLE 11 FINANCIAL MATTERS		9
11.1	Depositories	9
11.2	Contracts; Management Contract	9
11.3	Fiscal Year.....	9
11.4	Annual Report.....	9
ARTICLE 12 BOOKS AND RECORDS		9
12.1	Association Records	9
12.2	Inspection of Books and Records	10
ARTICLE 13 RULES AND REGULATIONS		10
ARTICLE 14 AMENDMENT.....		10
14.1	By the Board.....	10
14.2	By the Members.....	10
14.3	Validity	10
14.4	Effective Date.....	10
ARTICLE 15 GENERAL PROVISIONS		11
15.1	Notices; Electronic Notice.....	11
15.2	Dates and Times	11
15.3	Waivers.....	11
15.4	Construction and Interpretation	11
15.5	Gender and Grammar	11
15.6	Titles and Headings	11

AMENDED AND RESTATED BYLAWS
OF
SUMMERWOOD ESTATES HOMEOWNER ASSOCIATION

ARTICLE 1
OFFICES AND REGISTERED AGENT

1.1 Principal Office

. The principal office of Summerwood Estates Homeowner Association hereinafter referred to as the “Association”, shall be located in Davis County, Utah, at such place as the Board shall designate. The location of the principal office may be changed by resolution of the Board of Directors.

1.2 Registered Office and Agent

. The registered office and agent of the Association, as required by Section 501 of the Utah Revised Nonprofit Corporation Act, Utah Code Ann. §§ 16-6a-101 et seq. (1953, as amended) (hereinafter the “Act”), may be changed from time to time as provided in the Act.

ARTICLE 2
DEFINITIONS

Except as otherwise provided herein, the definitions set forth in the First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Summerwood Estates Subdivision Phases I, II, III and IV (“Declaration”) as recorded in the records of Davis County, Utah, and any applicable amendments and supplements thereto or restatements thereof, shall control in these Bylaws.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership

. The Association has one class of membership.

3.2 Voting Rights

. Voting rights shall be as set forth in the Declaration.

3.3 Evidence of Membership

. No person, persons, entity or entities shall exercise the rights of membership until satisfactory proof has been furnished to the Secretary of the Association of qualification as a

Member, or nominee of a Member, pursuant to the terms of the Articles of Incorporation and these Bylaws. Such proof may consist of a copy of a duly executed and acknowledged warranty deed or title insurance policy showing said person, persons, entity or entities, or the person nominating him or her qualified in accordance therewith, in which event said deed or title insurance policy shall be deemed conclusive evidence in the absence of a conflicting claim based upon a later deed or title insurance policy.

3.4 Suspension of Membership

. The rights of membership are subject to the payment of assessments and other charges levied by the Association. If a Member fails to make payment of any assessment or other charge, fine, or fee levied by the Association within 30 days after the same shall become due and payable, the voting rights of such Member may be suspended by the Board of Directors until such assessment or charge has been paid. Rights of a Member may also be suspended for violation of any of the use restrictions and for infraction of any rules and regulations established by the Board of Directors. Except for suspension of voting rights for failure to pay assessments or other charges, any suspension of the rights of membership shall be pursuant to notice and hearing. The Board shall establish a procedure for notice and hearing that is fair and reasonable taking into consideration all of the relevant facts and circumstances.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Annual Meetings

. Annual meetings of the Members will be set by the Board of Directors (the "Board").

4.2 Special Meetings

. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to 20% of all of the votes of the Association.

4.3 Notice of Meetings

. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by Electronic Transmission of a copy of such notice, at least 14 days before such meeting to each Member entitled to vote on the matter for which the meeting has been called. Notice shall be addressed to the Member's email address last appearing on the books of the Association. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. It is each Member's obligation to keep a current email address on file with the Secretary. The Board of Directors shall not be held accountable if any Member does not receive notice of meetings due to an incorrect or nonexistent email on file with the Secretary.

4.4 Waiver of Notice

. The notice provided for hereinabove is not indispensable and any meeting of the Members shall be deemed validly called for all purposes if all Members are represented thereat in person or by proxy, or if a quorum is present and waivers of notice of time, place and purpose of such meeting shall be duly executed in writing either before or after said meeting by those Members not so represented or not given such notice. The attendance of any Member at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by that Member.

4.5 Quorum

. Except as hereafter provided, and as otherwise provided in the Articles or Declaration, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 20% of all the votes of each class of membership shall constitute a quorum for any action.

4.6 Proxies

. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the vote being taken at the meeting for which the proxy is valid. Every proxy shall be revocable and shall automatically cease when the membership of the Member voting by proxy has ceased.

4.7 Voting

. If a Quorum is present, the affirmative vote of the majority of the Members present at the meeting shall be the act of all the Members, unless the act of a greater number is expressly required by law, by the Declaration, by the Articles, or elsewhere in these Bylaws. Voting on any issue may be by secret ballot or raise of hands at the discretion of the Board.

4.8 Action by Written Ballot in Lieu of Meeting

. Any action authorized to be taken at any annual, regular, or special meeting may be taken by written ballot in lieu of such meeting if the ballot is delivered by or at the direction of the Secretary to each Member entitled to vote on the matter, which ballot shall (a) set forth in detail the proposed action; (b) provide an opportunity to vote for or against the proposed action; (c) state the date when such ballot must be returned in order to be counted, which date shall not be less than 30 days after delivery of the ballot; (d) state by what means it shall be returned and where; and (e) shall be accompanied by any written information, which has been approved by a majority of the Board of Directors, sufficient to permit each Member casting the ballot to reach an informed decision on the matter. Each ballot shall contain a means of identification for each Member entitled to vote, which shall identify such Member by Lot number. The number of votes cast by written ballot pursuant to this section shall constitute a quorum for action on the matter. Where any matter in the Governing Documents calls for the consent of Members but does not specify that such consent must be obtained at a meeting, then no meeting of the Members shall be required or is necessary to obtain such consents. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary of person authorized to call the meeting, by Electronic Transmission of a copy of such notice, at least 14 days before such meeting to each Member entitled to vote on the matter for which the meeting

was called, addressed to the Member's email address last appearing on the books of the Association. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.9 Acceptance of Votes

. If the name signed on any consent, written ballot, vote, waiver, proxy appointment, or proxy appointment revocation, corresponds to the name of a Member, the Association, acting in good faith, may accept and give effect to the same as the act of the Member, notwithstanding that the signature may not be technically correct. For example, if a Lot is owned by a trust, thereby making the trust the Member, and the individual fails to sign as "trustee," it shall not invalidate the signature or vote of the Member.

4.10 Procedure; Parliamentary Rules

. The order of business and all other matters of procedure at every meeting of Members shall be determined by the presiding officer. Except as may be modified by resolution of the Board of Directors, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law or the Governing Documents.

4.11 Place of Meetings

. The Board of Directors may designate the place of any annual or special meeting of the Members by stating or fixing such place pursuant to resolution, provided, however, that such place must be within Davis County, State of Utah.

**ARTICLE 5
BOARD OF DIRECTORS**

5.1 Qualifications

. A Director must be a natural person of at least 18 years of age or older and a Member of the Association. In the event that a Member is not a natural person, a natural person who holds an ownership interest in the entity which is the Member may serve as a member of the Board of Directors if duly appointed or elected as provided for herein.

5.2 Number

. The affairs of this Association shall be managed by a Board of Directors consisting of three qualified persons serving as President, Treasurer, and Secretary.

5.3 Term of Office

. Members of the Board of Directors shall be elected to a one-year term, but may be re-elected to up to five subsequent terms.

5.4 Removal

. Any Director may be removed from the Board with or without cause, by a vote of the Members at a special meeting of the Members of the Association held for such purpose, or by the unanimous vote of the other two Board members. In the event of death, resignation or removal of a Director, a temporary successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor or until special election of a successor. A Director may be removed for cause if he or she fails to reasonably or consistently participate in Board meetings or business or as otherwise provided by law.

5.5 Compensation

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

ARTICLE 6 NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination

. Nominations for election to the Board may be made from the floor at the annual meeting of Members or at a special meeting of the Members held for such purpose by Electronic Transmission (via email or text message) to the Secretary of the Board in advance of the meeting of Members. Nominations for election as officers to be included as Directors may be made by the Members, but such officer nominations are not required to be made by the Members.

6.2 Election; Voting

. Election to the Board of Directors shall be by raise of hands or secret written ballot at the time of the annual meeting of Members at the discretion of the Board. Each Member shall be entitled to one (1) vote for each of the three (3) Director positions. Members may not cumulate their votes in the election of Directors. Those Director nominees receiving the greatest number of votes by the Members shall be elected as Directors. In the event of a tie vote with respect to any Director nominees, a revote shall be taken by the Members solely with respect to such Director nominees until the tie vote is broken.

ARTICLE 7 MEETINGS OF DIRECTORS

7.1 Regular Meetings

. Regular meetings of the Board of Directors shall be held at such date, time and place as may be determined from time to time by resolution of the Board of Directors. Written notification of each regular Board meeting shall be provided to all Directors via email at least 48 hours prior to any regular meeting. Delivery of notice under this section may be accomplished by email by using the current email address on file for each member of the Board. Meeting of the Board shall comply with the provisions of Section 57-8a-226 of the Community Association Act.

7.2 Special Meetings

. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than 48 hours notice to each Director.

7.3 Quorum

. A majority of the Board of Directors present shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, the Articles or these Bylaws.

7.4 Action Without a Meeting

. Whenever the Directors are required or permitted to take any action by vote, such action may be taken without a meeting on written consent which may be given by Electronic Transmission, setting forth the action so taken, signed or acknowledged in an electronic communication by all Directors.

7.5 Place of Meetings

. Regular or special meetings of the Board of Directors shall be held in Davis County, Utah.

7.6 Presence of Directors at Meetings

. The Board may allow any Director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication (telephone, video conference, FaceTime, Skype and similar means) provided that information necessary to allow the Director to participate by the available means of electronic communication by which all Directors participating in the meeting may hear each other during the meeting. A Director participating in a meeting through means permitted under this section shall be considered to be present in person at the meeting.

**ARTICLE 8
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1 Powers

. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association managed under the direction of, the Board of Directors, subject to any powers or limitations set forth in the Declaration, the Act, or the Articles. This includes the authority to prepare, execute, certify and record amendments to the Declaration on behalf of the Association, for any amendments made pursuant to the amendment procedures provided in the Declaration.

8.2 Duties

. It is the duty of the Board of Directors to manage the affairs of the Association in accordance with the terms of the Act, the Community Association Act, the Articles, the Declaration, and these Bylaws, and other Governing Documents.

ARTICLE 9 OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices

. The officers of this Association shall be a President, a Secretary, and a Treasurer who shall at all times be Members of the Board of Directors. The Board may establish such other officers as it deems necessary.

9.2 Election of Officers

. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members, unless the officers have been identified and elected by the Members at the time of election of Directors at the annual meeting of the Members or a special meeting of the Members held for such purpose.

9.3 Term

. The Board shall elect the officers of the Association annually and each shall hold office for one year unless the officer shall sooner resign, or be removed, or otherwise be disqualified to serve, unless the officers have been identified and elected by the Members at the time of election of Directors at the annual meeting of the Members or a special meeting of the Members held for such purpose.

9.4 Special Appointments

. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal

. The Board may remove any officer from office with or without cause if a majority of the Board of Directors votes to remove such officer. Any officer may resign at any time by giving notice to the Board, or any officer of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise necessary to make it effective. An officer may be removed for cause if he or she fails to reasonably or consistently participate in Board meetings or business or as otherwise provided by law. An officer who is also a Director is automatically removed from a position as officer upon removal or resignation from the Board.

9.6 Vacancies

. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

9.7 Multiple Offices

. No person shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 9.4.

9.8 Duties

. The officers and their duties are as follows:

(a) *President.* The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall approve all checks and promissory notes.

(b) *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association together with their addresses, email addresses and other contact information, and shall perform such other duties as required by the Board.

(c) *Treasurer.* The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association that have been duly authorized and approved by the Board; shall maintain a roster of all Members, assessments and payments; keep proper books of account; issue certificates of payment of assessments; shall notify the Board of Members who are delinquent in paying assessments; and shall prepare an annual budget and statement of income and expenditures to be delivered and presented to the membership at its regular annual meeting; and shall deliver a copy of the budget and statement to the Members at said meeting.

9.9 Compensation

. No salary or other compensation for services shall be paid to any officer of the Association for services rendered by such officer, but this shall not preclude an officer of the Association from performing any other service for the Association as an employee or on a contract basis and receiving compensation therefor.

ARTICLE 10 COMMITTEES

10.1 Creation and Appointment

. The Board may create such committees as it deems necessary and appropriate to perform such tasks as the Board may designate by resolution. The Board shall have the authority to appoint members of each committee it creates. Each committee shall operate in accordance

with the terms of such resolution. A committee created by the Board may not (a) authorize distributions; (b) approve or propose to Members any action required to be approved by Members; (c) elect, appoint, or remove a director; (d) amend articles of incorporation; (e) adopt amend, or repeal bylaws; (f) approve a plan of conversion or a plan or merger not requiring Member approval; or (g) approve a sale, lease, exchange, of Association property.

10.2 Architectural Committee

. There is established an Architectural Committee composed of three or more Members who may be appointed by the Directors or as further set forth in the Declaration.

ARTICLE 11 FINANCIAL MATTERS

11.1 Depositories

. The Board of Directors shall select such depositories as it considers proper for the funds of the Association. All checks and drafts against such deposited funds shall be signed and countersigned by persons authorized by these Bylaws or by Board resolution to sign such checks and drafts.

11.2 Contracts; Management Contract

. The Board of Directors may authorize any officer or officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or render it liable for any purpose or for any amount.

11.3 Fiscal Year

. The fiscal year of the Association shall be determined by the Board of Directors.

11.4 Annual Report

. The Board of Directors shall present at the annual meeting of the Members the report of the Treasurer, giving the annual budget and a statement of income and expenses, and a report of other affairs of the Association during the preceding year. The Board of Directors shall provide all Members, at the expense of the Association, copies of said annual budget and statement of income and expense or shall post such to the Association website.

ARTICLE 12 BOOKS AND RECORDS

12.1 Association Records

. The Association shall keep and maintain those records required by the Declaration, the Act, and these Bylaws. Such records shall be maintained in written form or in another form capable of conversion into written form within a reasonable time.

12.2 Inspection of Books and Records

. Members shall be allowed to inspect the books, records, and papers of the Association subject to the provisions of Section 57-8a-227 of the Community Association Act.

**ARTICLE 13
RULES AND REGULATIONS**

The Board of Directors has the power to adopt and establish by resolution such rules and regulations as it may deem necessary for the maintenance, operation, management, enforcement and control of the property, equipment, facilities and utility systems of the Association. The Board of Directors may alter from time to time such rules and regulations. The Members shall at all times obey such regulations and use their best efforts to see that they are faithfully observed by the persons with whom they reside, their family, guests, tenants, invitees and others over whom they may exercise control or supervision.

**ARTICLE 14
AMENDMENT**

14.1 By the Board

. These Bylaws may be altered, amended or repealed, in whole or in part, by a majority vote of the Board of Directors at any regular Board meeting or at a special Board meeting called for that purpose, unless it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class, or unless otherwise prohibited by Utah Code Title 16, Chapter 6a or the Utah Community Association Act.

14.2 By the Members

. These Bylaws and any amendments thereto may be altered, amended or repealed, in whole or in part, by a majority vote of the Members present, in person or by proxy, at any annual meeting of the Members or at any special meeting of the Members called for that purpose.

14.3 Validity

. Any procedural challenge to an amendment must be made within six months of the effective date of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

14.4 Effective Date

. Any amendment to these Bylaws shall be effective upon the date such amendment is duly adopted as provided for herein, and recorded as required by Utah Code § 57-8a-216(3), which date the Secretary shall certify on the amendment and file with the Association's records. The Board shall provide notice to Members or otherwise of any amendment to these Bylaws, however, the receipt of such notice shall not be a prerequisite to the validity of the amendment.

ARTICLE 15 GENERAL PROVISIONS

15.1 Notices; Electronic Notice

. Any notice required to be sent under the provisions of these Bylaws shall be deemed to have been properly sent when delivered by Electronic Transmission, or when deposited in the U.S. Mail to the last known address of the person who is entitled to receive it. In addition to keeping the Board informed as to their current mailing address, Lot Owners must maintain a current e-mail address with the Board for such purpose. In the absence of a specific instruction from the Member, the Member's current email address will be used to provide notice to the Member. In addition to keeping the Board informed as to their current mailing address, Owners must maintain a current email address with the Board for such purpose.

15.2 Dates and Times

. In computing any period of time prescribed or allowed by these Bylaws, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday (either federal or Utah state), in which event the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday. The deadline of the last day of the period so computed shall be 5:00 p.m., Mountain Time.

15.3 Waivers

. No provision contained in these Bylaws shall be deemed to have been waived by reason of any failure to enforce or follow it, irrespective of the number of violations which may occur.

15.4 Construction and Interpretation

. These Bylaws shall be construed wherever possible as consistent with the Declaration and the Act. Conflicts between documents shall be resolved as set forth in the Declaration.

15.5 Gender and Grammar

. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

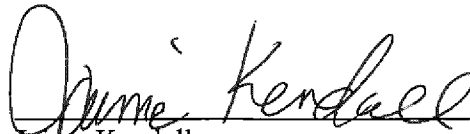
15.6 Titles and Headings

The titles and headings contained in these Bylaws are for convenience only and do not define, limit, or construe the contents of these Bylaws.

CERTIFICATION


The undersigned hereby certifies that he/she is the duly elected/appointed Secretary of Summerwood Estates Homeowner Association, a Utah non-profit corporation, and the foregoing Amended and Restated Bylaws constitute the Bylaws of said Association as duly adopted by the Board of Directors on the 12 day of September, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of September, 2018.


Jaime Kendall
Secretary

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 12 day of September, 2018, by Jaime Kendall, Secretary of Summerwood Estates Homeowner Association, a Utah non-profit corporation, on behalf of the corporation.


Notary Public

