

WHEN RECORDED RETURN TO:  
SEB Legal, LLC  
PO Box 71565  
Salt Lake City, UT 84171

AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF THE PINEAE VILLAGE MASTER HOMEOWNERS ASSOCIATION, INC.  
(A Utah Master Planned Residential Development)

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This Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions is made on the date executed below by the Board after being approved by at least 67% of the Total Votes of the MHOA.

**RECITALS**

A. Pineae Village is a master planned residential development consisting of five (5) phases located in Centerville, Davis County, Utah;

B. The Project consists of patio homes, town homes, condominiums, open space, and common amenities.

C. The Development is governed by a master declaration of covenants, conditions and restrictions, and reservations of easements recorded as Entry No. 2265491, in the Davis County Recorder's Office, which has been amended and supplemented from time to time. ("Original Master Declaration");

E. The MHOA is incorporated as a Utah nonprofit corporation. As such, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

F. This Declaration replaces the Original Master Declaration and all its amendments and supplements in their entirety;

G. This Master Declaration shall be binding against all Lots and Units within the Project as described in Exhibit "A;"

H. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

I. Under the Original Master Declaration, declarant rights have expired;

J. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

K. Under the Original Master Declaration Article XII, Section 12, the Board, by signing below, certifies that 67% of the Total Votes of the MHOA have approved this Declaration;

L. Under the Original Master Declaration Article XII, Sections 12.6 through 12.8, the Board, by signing below, certifies that there are no Eligible Mortgagees whom have requested in writing notification written request to approve for which approval of this Declaration is required;

M. Under Article IX, Section 9.01 of the bylaws, the Board, by affirmative vote of a

majority of the Board, have approved the amended Bylaws;

NOW THEREFORE, for the benefit of the Project, the Neighborhood Associations, and the Owners real property located therein, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

## **1 DEFINITIONS**

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

### **1.1 Architectural Review Committee or ARC**

Architectural Review Committee or ARC means the person or persons appointed by the Board to review the proposed designs, plans specifications, structures, elevations, materials, colors, landscaping, fencing, and so forth that Owners submit to the Board for approval pursuant to terms of this Master Declaration.

### **1.2 Articles**

Articles mean the Articles of Incorporation for the Pineae Village Master Homeowners Association, Inc.

### **1.3 Association or MHOA**

Association or MHOA means Pineae Village Master Homeowners Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner or Member approval. All Neighborhood Associations are Members of the Association. Unless specifically reserved for a vote of the Members, all acts taken by the Association shall be taken through its Board of Directors.

### **1.4 Board**

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

### **1.5 Bylaws**

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

### **1.6 Common Areas**

Common Areas mean:

1.6.1 The land included within the Project and outside the platted boundaries of the Units or Lots for which the maintenance, repair, and replacement obligation has not been assigned to a Neighborhood Association in this Master Declaration;

1.6.2 Walkway connecting the patio homes and the town homes;

1.6.3 The pool, its surrounding open space, and adjacent playground, also known as parcel number 02-217-0162 in the Davis County Recorder's Office;

1.6.4 The small playground located between condominium buildings 151A and 151D;

1.6.5 The private road as shown on Pineae Village Plat III, plus all open parking spaces located on the private road near the pool;

1.6.6 All entrances and entrance monuments;

### **1.7 Common Expenses**

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of the Members; expenses authorized by the Governing Documents as common expenses; and any other expenses necessary for the common benefit of the Members.

### **1.8 Master Declaration**

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

### **1.9 Director**

Director means a member of the Board.

### **1.10 Family**

Family shall mean Family as defined by Davis County Land Use and Management Ordinance.

### **1.11 Governing Documents**

Governing Documents shall mean the Master Declaration, Bylaws of the Association, Articles of Incorporation for the Association, Maps, and Association rules and regulations.

### **1.12 Limited Common Areas**

Limited Common Areas mean common areas shown on the Maps or designated in a Neighborhood Association's declaration as reserved for use by a certain Unit(s) or Lot(s) to the exclusion of the other Units or Lots. Limited Common Areas are defined more particularly in the declarations of each Neighborhood Association.

### **1.13 Lot**

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

### **1.14 Maps**

Maps means the plat maps on file with the Davis County Recorder for Pineae Village Master Phases 1 through 5.

### **1.15 Member**

Member means a Neighborhood Association as defined herein.

### **1.16 Neighborhood Association**

Neighborhood Association means one of the three (3) sub-associations located within the Project. The Neighborhood Associations are as follows:

- 1.16.1 Pineae Village Condominium Homeowners Association, Inc.
- 1.16.2 Pineae Village Patio Home Homeowners Association, Inc.
- 1.16.3 Pineae Village Town Home Homeowners Association, Inc.

**1.17 Nonprofit Act**

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

**1.18 Owner**

Owner means the title holder on the records of the Davis County Recorder's Office for any Lot or Unit located within the Project.

**1.19 Person**

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

**1.20 Project**

Project means Pineae Village master planned residential development as shown on the Maps. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

**1.21 Resident**

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

**1.22 Unit**

Unit means a separate physical part of the Project intended for independent use. Units include one or more rooms or spaces located in a building. The following are part of a Unit:

- 1.22.1 Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an exterior, load bearing, or party wall;
- 1.22.2 All non-load bearing interior walls or partitions;
- 1.22.3 Any material constituting part of the finished surface of the floor;
- 1.22.4 Any material constituting part of the finished surface of the ceiling;
- 1.22.5 Doors, door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof such;
- 1.22.6 Ducts, chutes, flues, cold air returns, furnaces, air conditioning condensers, lines any other heating, venting, and air conditioning apparatus serving a single unit, whether or not located within the Unit boundaries as defined on the Map;
- 1.22.7 Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing



fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.

1.22.8 Cabinets, countertops, built-in shelving units, or any other finish carpentry;

1.22.9 Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.22.10 Public utility lines or installations serving a single Unit, whether or not located within the Unit boundaries as defined on the Map; and

1.22.11 Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building.

## **2 IMPROVEMENTS**

### **2.1 Description of Improvements**

The improvements included in the Project consists of parking lots, landscaping, open spaces, detention basins, the pool, playgrounds, private roads, patio home and town home Lots, and condominium Units.

### **2.2 Description of Common Areas**

The Common Areas held by the MHOA are described and identified in this Master Declaration and shown on the Maps. Common areas and limited common areas held by the Neighborhood Associations are described in their respective declarations and the Maps.

## **3 EASEMENTS**

### **3.1 Easement for Encroachment**

If any part of the Common Areas encroaches on a Lot or Unit, or a Member's common or limited common areas, an easement for the encroachment and for maintenance shall exist. If any part of a Lot or Unit, or Member's common or limited common areas encroaches upon the Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas, Units, Lots, or Member's common or limited common areas. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

### **3.2 Emergency Repairs**

The Board has the right to enter onto a Member's common or limited common areas, Units, or Lots at any time to make emergency repairs. An emergency repair is one that is necessary to prevent an imminent threat of damage to the Common Areas.

### **3.3 Right of Ingress, Egress, and Enjoyment**

Each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to his Unit or Lot. Subject to the rules and regulations, each Resident has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant

to and pass with title to the Unit or Lot.

### **3.4 Association Easement**

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and each Member's common and limited common areas to perform their duties as assigned by the Governing Documents.

### **3.5 Easement for Utility Services**

The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

## **4 MAINTENANCE**

### **4.1 Common Areas**

The Common Areas shall be maintained, repaired, and replaced by the Association. Additionally, the Association shall maintain, repair, and replace the perimeter fences that serve more than one Unit or Lot at the Pineae Village Patio Homes and the Pineae Village Town Homes Neighborhood Associations. The Association shall not be responsible for the maintenance, repair, or replacement of any privacy fence separating the Limited Common Area of two Units or two Lots in the Neighborhood Associations. If any maintenance, repair or replacement of the Common Areas or the perimeter fences is required because of damage caused by a Resident, or the Owner's or Resident's guest or invitee, the Owner shall be responsible for the full cost of the maintenance, repair, or replacement. Such cost shall be assessable to the Owner as an Individual Assessment. If any Common Area or perimeter fence is damaged by a Member, its agents, employees, invitees, or vendors, the Member shall be responsible for the full cost of the maintenance, repair, or replacement.

## **5 MEMBERSHIP AND ASSOCIATION**

### **5.1 Membership**

Each Neighborhood Association, as represented by its respective president, is a Member of the Association.

### **5.2 Voting Rights**

Each Member is entitled to one vote.

### **5.3 Status and Authority of Board**

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

### **5.4 Composition and Selection of Board**

The Bylaws govern how the Board is established and selected.

## **6 USE RESTRICTIONS**

### **6.1 No Obstruction of Common Areas**

Owners, Residents, or Members shall not obstruct Common Area. Owners, Residents, and Members shall not use Common Areas for their private use, unless approved by the Board. Owners, Residents, and Members shall not store anything in the Common Areas, except for parking in designated parking areas. Owners, Residents, and Members shall not alter Common Areas. Owners, Residents, and Members may not damage or commit waste to the Common Areas.

### **6.2 Rules and Regulations**

Owners, Residents, and Members shall obey the rules created by the Board.

## **7 ENFORCEMENT**

### **7.1 Compliance**

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

### **7.2 Remedies**

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

7.2.1 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board. In the absence of a resolution to the contrary, fines shall be \$100.00 for non-continuing violations and \$100.00 every 10 days for continuing violations. Unless otherwise defined in a resolution, a continuing violation is one that is not cured 48 hours after the Association gives Owner notice of the violation. All other violations shall be non-continuing. Owners and Residents shall be jointly and severally liable for fines;

7.2.2 After notice and hearing, to terminate access to and use of recreational facilities;

7.2.3 To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Members.

### **7.3 Action by Owner or Member**

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

### **7.4 Hearings**

The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

## **8 ASSESSMENTS**

### **8.1 Covenant for Assessment**

Each Member and Owner covenants and agrees to pay the Association all regular assessments, special assessments, emergency assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Member or Owner may exempt themselves from liability for assessments for failure of the Association to maintain the Common Areas, or non-use of the Common Areas.

### **8.2 Annual Budget**

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

### **8.3 Reserve Account**

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use prudent efforts to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

### **8.4 Regular Assessment**

The total number of Lots and Units for each Neighborhood Association are as follows:

- 8.4.1 Pineae Village Condominium Homeowners Association, Inc. = 84 Units
- 8.4.2 Pineae Village Patio Home Homeowners Association, Inc. = 49 Lots
- 8.4.3 Pineae Village Town Home Homeowners Association, Inc. = 94 Units

At this time, there are a total of 227 Lots and Units in the Project. The Board shall fix the amount of the regular assessment by taking the total amount of the annual budget and dividing it equally between each Lot and Unit in the Project, and then taking such amount and charging it to the respective Neighborhood Association by multiplying the regular assessment for each Lot and Unit by the number of Lots and Units in each Neighborhood Association. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Members at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

### **8.5 Special Assessment**

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas.

### **8.6 Emergency Assessment**

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the

Board shall adopt a supplemental budget. The Association may levy an emergency assessment to fund the supplemental budget.

### **8.7 Individual Assessment**

Any expenses attributable to less than all the Members or Owners may be assessed exclusively against the affected Members or Owners. Individual assessments include, without limitation:

8.7.1 Assessments levied against a Member or Owner to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

8.7.2 Fines, late fees, interest, collection costs (including attorney's fees);

8.7.3 Services provided to a Member or Owner due to the Member's or Owner's failure to maintain; for emergency repairs; or repairs to protect the health, safety, and welfare of adjoining Units, Lots, or Common Areas;

8.7.4 Reinvestment or transfer fees in an amount determined by the Board up to 1/2% of the sale price of the Unit or Lot, which amount is due at the time a Unit or Lot is sold;

8.7.5 Move-in fees; and

8.7.6 Any charge described as an individual assessment by the Governing Documents;

### **8.8 Apportionment of Assessments**

Regular, special, and emergency assessments will be apportioned among the Members based on each Member's share of the total number of Lots and Units located within the Project as detailed in Section 8.4 above. Individual assessments shall be apportioned exclusively to the Members or Owners benefitted or affected.

### **8.9 Nonpayment of Assessment**

Assessments not paid within 30 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance. Monthly late fees may be charged in an amount to be determined by the Board.

### **8.10 Application of Partial Payments**

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

### **8.11 Acceleration**

If a Member or Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

## **9 INSURANCE**

### **9.1 Types of Insurance Maintained by the Association**

9.1.1 Property and liability insurance for the Common Areas;

9.1.2 Directors and officers for at least \$1,000,000.00; and

9.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

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

## **9.2 Insurance Company**

The Association shall use an insurance company knowledgeable with condominium insurance, which is qualified to issue insurance policies in Utah.

## **9.3 Premium as Common Expense**

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

## **9.4 Insurance by Members**

Members shall maintain insurance as required by their respective Neighborhood Association declarations.

## **9.5 Insurance by Owner**

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of their Neighborhood Association's deductible.

## **9.6 Payment of Deductible**

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss by applying the damage percentage suffered by a party to the amount of the deductible. If a party does not pay its share of the deductible within 30-days upon demand by the Association, the Association may levy an individual assessment for that amount.

## **9.7 Right to Adjust Claims**

The Association has the right and authority to adjust claims.

# **10 DAMAGE, DESTRUCTION, CONDEMNATION**

## **10.1 Damage or Destruction**

If part or all of the Association's Common Areas are damaged or destroyed, the following procedures apply:

10.1.1 If insurance proceeds are sufficient to repair or reconstruct the improvements, the improvements shall be repaired or reconstructed as quickly as possible;

10.1.2 If insurance proceeds are insufficient to repair or reconstruct the improvements and less than 75% of the Association's Common Areas are destroyed or damaged, repair or reconstruction shall be carried out. If necessary, the Board may levy an Individual Assessment against the affected Members and Owners.

10.1.3 If insurance proceeds are insufficient to repair or reconstruct the improvements and more than 75% of the Association's Common Areas are destroyed or damaged, the Association must conduct a vote of the Owners within 100 days.

**10.1.3.1** If 75% of the Owners approve the repair or reconstruction of the Association's Common Areas, it shall be carried out. If necessary and in compliance with the Declaration, the Board may levy a Special Assessment to fund the repair and reconstruction.

**10.1.3.2** If fewer than 75% of the Owners approve the repair or reconstruction, the Board shall record, with the county recorder, a notice setting such facts. Upon recording of the notice, the Association shall distribute the insurance proceeds attributable to the damaged Common Areas that are not rebuilt as follows: first, to any lien holder in the amount of the lien, and second, to the Members in proportion to their percentage of the total Lots and Units as detailed in Section 8.4 above.

**10.1.4** Any required repair or reconstruction shall be accomplished at the direction of the Board. Determinations about the extent of damage or destruction shall be made by three qualified appraisers. The Board will select the appraisers. The decision of any two appraisers shall be conclusive.

## **10.2 Damage caused by Owner or Member**

Each Owner and Member is liable for any damage they or their guests, employees, invitees, agents, or assigns cause to the Common Areas. The Association shall repair the damage to substantially the same condition as it existed prior to the damage. The Owner or Member shall reimburse the Association for the cost of repair. The cost of repair shall be collected as an Individual Assessment.

## **10.3 Condemnation**

The Board shall represent all Members and the Association in any condemnation proceeding for Common Areas. Any proceeds from a condemnation proceeding for Common Areas shall be payable to the Association. The Association will use any condemnation proceeds for the benefit of the Member.

# **11 MISCELLANEOUS**

## **11.1 Amendment or Termination of Declaration**

In order to amend or terminate the Master Declaration, 67% or more of the Owners in the Project must approve such amendment or termination. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify any portion of the Project from financing eligibility.

## **11.2 Votes without a Meeting**

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

## **11.3 Service of Process**

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

#### **11.4 Covenants Run with the Land**

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

#### **11.5 Severability**

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

#### **11.6 Waiver**

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

#### **11.7 Gender**

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

#### **11.8 Headings**

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

#### **11.9 Conflicts**

If the Master Declaration conflicts with a Neighborhood declaration, the Master Declaration shall control. If the Master Declaration conflicts with the Map, the Master Declaration shall control. If the Master Declaration conflicts with the Bylaws, Articles, or rules, the Master Declaration shall control.

#### **11.10 Effective Date**

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

\*\*\*SIGNATURES AND ACKNOWLEDGEMENT TO FOLLOW\*\*\*



IN WITNESS WHEREOF, the Board has caused this Declaration to be executed in certification that the proper number of votes were obtained.

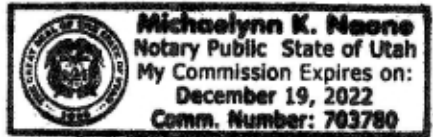
DATED: 12/20/19

By: [Signature]  
President

By: [Signature]  
Secretary

By: \_\_\_\_\_

STATE OF UTAH )  
County of Davis ) :ss.



On this 20<sup>th</sup> day of December, 2019, personally appeared before me Simeon Lawrence, Ferry Turner, and \_\_\_\_\_ who being by me duly sworn, did say that they are the directors of the Association authorized to execute this Declaration and did certify that more than 67% of the Total Votes of the Association approved this Declaration.

[Signature]  
NOTARY PUBLIC

## Exhibit A

### Legal Description

The Land described in the governing documents as the Total Site Area for Pineae Village is located in Davis County, Utah and is described more particularly as follows:

BEGINNING AT A POINT WHICH IS NORTH 00°24'15" EAST, 1033.69 FEET AND N89°35'45"W, 33.00 FEET SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK "B" BIG CREEK PLAT CENTERVILLE TOWNSITE SURVEY AND NORTH 00°24'15" EAST, 75.25 FEET FROM A COUNTY MONUMENT LOCATED AT THE INTERSECTION OF PARRISH LANE AND MAIN STREET AND RUNNING THENCE NORTH 89°50'00" WEST, 832.44 FEET; THENCE SOUTH, 567.17 FEET; THENCE WEST 69.30 FEET; THENCE NORTH 00°04'57" EAST, 242.94 FEET; THENCE NORTH 89°39'51" WEST, 861.63 FEET; THENCE NORTH 00°07'35" EAST, 907.83 FEET; THENCE NORTH 89°49'43" EAST, 276.16 FEET; THENCE NORTH 00°05'01" EAST, 0.52 FEET; THENCE EAST 587.28 FEET; THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 66.50 FEET; THENCE NORTH 89°30'06" EAST, 700.55 FEET; THENCE SOUTH, 100.32 FEET; THENCE NORTH 88°59'28" WEST, 20.00 FEET; THENCE SOUTH 275.29 FEET; THENCE EAST, 150.63 FEET; THENCE SOUTH 209.42 FEET; THENCE SOUTH 00°24'15" WEST 13.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,304,778 SQUARE FEET OR 29.95 ACRES, MORE OR LESS.

Which is currently known as:

All of Lots 101 through 150, and Open Spaces, Pineae Village P.U.D., according to the Official Plat thereof as recorded April 7, 2007, as Entry No. 2265490, in the Office of the Davis County Recorder, State of Utah.

Tax ID No. 02-217-0101 thru 02-217-0150, 02-217-0158 thru 02-217-0164

All of the land described in PINEAE VILLAGE CONDO, PLAT I, according to the Official Plat thereof as recorded January 14, 2008, as Entry No. 2333775, in the Office of the Davis County Recorder, State of Utah, to wit: Which is an amendment of All of Lots 152 and 153 of PINEAE VILLAGE P.U.D., recorded April 7, 2007, as Entry No. 2265490, Davis County Recorder's Office, described with particularity in said Plat I. 1.320 acres.

Tax ID No. Tax ID No. 02-224-0001 thru 02-224-0025

All of the land described in PINEAE VILLAGE PLAT III, LOTS 151 A-F, according to the Official Plat thereof as recorded November 20, 2008, as Entry No. 2405944, in the Office of the Davis County Recorder, State of Utah, to wit: Which is an amendment of All of Lot 151 of PINEAE VILLAGE P.U.D., recorded April 7, 2007, as Entry No. 2265490, Davis County Recorder's Office, described with particularity in said Plat III. 4.32 acres.

Tax ID No. Tax ID No. 02-226-0001 thru 02-226-0067

All of the Land described in PINEAE VILLAGE PLAT II, PUD, according to the Official Plat thereof as recorded April 22, 2009, as Entry No. 2443977, in the Office of the Davis County Recorder, State of Utah, to wit: Which is an amendment of All of Lots 154 and 155 of PINEAE VILLAGE P.U.D., recorded April 7, 2007, as Entry No. 2265490, Davis County Recorder's Office, described with particularity in said Plat II. 3.412 acres.

Tax ID No. 02-229-0001 thru 02-229-0052;

All of the land described in PINEAE VILLAGE PLAT IV, PUD, according to the Official Plat thereof as recorded June 25, 2010, as Entry No. 2536348, in the Office of the Davis County Recorder, State of Utah, to wit: Which is an amendment to All of Lots 156 and 157 of PINEAE VILLAGE P.U.D., recorded April 7, 2007, as Entry No. 2265490, Davis County Recorder's Office, described with particularity in said Plat IV. 2.275 acres.

Tax ID No. 02-233-0001 thru 02-233-0040

## **Exhibit B**

### **Bylaws of Pineae Village Master Homeowners Association, Inc.**

## **1 BYLAW APPLICABILITY/DEFINITIONS**

### **1.1 Definitions**

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Master Declaration, unless otherwise specifically stated.

### **1.2 Bylaw Applicability**

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

## **2 ASSOCIATION**

### **2.1 Composition**

All of the Members acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, administration of Association affairs shall be performed by the Board on behalf of the Members.

### **2.2 Annual Meeting**

Annual meetings shall be held once a year. The date, time, and place of the annual meeting shall be determined by the Board. The Association shall send notice of annual meetings at least 20 days in advance of the meeting. At the annual meeting the Association shall conduct the following business:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of directors;
- 2.2.6 Unfinished business from preceding annual meeting; and
- 2.2.7 New business.

### **2.3 Special Meeting**

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least one Member. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

### **2.4 Place of Meeting**

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Davis County.

## **2.5 Conduct of Meeting**

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting. Meetings of the Board shall be open to Owners in accordance with the provisions of the Condominium Act. Participation in Board meetings by Directors or Owners may be via electronic communication as defined by the Condominium Act.

## **2.6 Quorum of Members**

A quorum shall be the Members present in person or by proxy at a meeting. Sub-associations may establish their own quorum requirements for meetings of sub-association members.

## **2.7 Voting**

Each Member is entitled to one vote. In the cases where a vote of the Lot and Unit Owners is required under the Governing Documents, if a Unit or Lot is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Unit or Lot shall be cast by agreement of a majority of the Owners. If a Unit or Lot is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit or Lot shall be cast by the Owner present. The Association may conclusively presume the consent of all Owners when a vote is cast by a Unit or Lot with multiple Owners.

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

## **2.8 Proxies**

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

## **2.9 Mail-in Ballots**

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

## **2.10 Written Consent in Lieu of Vote**

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

### **3 BOARD OF DIRECTORS**

#### **3.1 Number and Qualification of Directors**

There shall be three Directors, one from each Neighborhood Association's board of directors.

#### **3.2 Selection and Term of Directors**

Directors shall be selected and appointed by their respective Neighborhood Association's board of directors. Directors shall serve for as long as their Neighborhood Association's board of directors determines. There is no limit on the number of terms a Director may serve.

#### **3.3 Vacancies**

In the event of a Director vacancy, the vacant position shall be filled in the same manner as listed in Section 3.2. The board of directors for the Neighborhood Association that no longer has a Director of the Association shall select and appoint a replacement Director.

#### **3.4 Removal of Directors**

A Director may be removed with or without cause by vote of a majority of a quorum of Members. If the Members propose to remove a Director, the Association shall give the Director and Members at least 15-day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. Once a Director has been removed by the Members, the vacancy shall be filled according to Section 3.3.

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

#### **3.5 Organization Meeting**

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted within thirty days of the annual meeting.

#### **3.6 Regular Meetings**

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

#### **3.7 Special Meetings**

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

#### **3.8 Conduct of Meetings**

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

#### **3.9 Quorum of Directors**

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those

present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if directors leave. Directors may attend a meeting telephonically. Each Director shall have one vote.

### **3.10 Waiver of Meeting Notice**

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

### **3.11 Action without Meeting**

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

### **3.12 Powers and Duties**

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

Subject to the limitations contained in the Declaration, Bylaws, or Condominium Act, the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association.
- 3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association.
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Paying costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Retain an independent auditor to audit the books;
- 3.12.11 To grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the Owners, to convey Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;
- 3.12.15 Any act allowed or required to be done in the name of the Association.

### **3.13 Manager**

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12. The manager appointed by the Board shall serve as the manager for all Neighborhood Associations.

### **3.14 Compensation**

Directors shall not be compensated for their work as a Director. However, they may seek reimbursement for actual costs and mileage incurred during their service.

### **3.15 Limitation of Liability**

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

## **4 OFFICERS**

### **4.1 Election and Term of Officers**

The officers of the Association shall be elected by the Board. Officers shall serve one year terms and shall serve until their successor is elected.

### **4.2 Removal of Officers**

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

### **4.3 Offices**

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers as it may deem necessary. Except for the president, the same person may hold two offices.

#### **4.3.1 President**

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

#### **4.3.2 Vice President**

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

#### **4.3.3 Secretary**

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

#### **4.3.4 Treasurer**

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give



financial reports at regular Board meetings and the annual Owners' meeting.

#### **4.4 Delegation of Duties**

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

#### **4.5 Compensation**

Officers shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service.

## **5 NOTICE**

### **5.1 Manner of Notice**

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners will be provided by electronic means, including but not limited to, text messages, e-mail, or the Association's website. Notices will be delivered to the last-known contact information provided to the Association by an Owner. If an Owner desires to receive communication by any other method, a written request for the alternate method of notice must be submitted to the Board and must specify the alternate method.

5.1.2 Notice to the Association may be delivered by the following methods:

5.1.2.1 By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners; or

5.1.2.2 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners.

5.1.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

### **5.2 Waiver of Notice**

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

## **6 FINANCES**

### **6.1 Fiscal Year**

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

### **6.2 Checks, Agreements, Contracts**

All checks over \$2,000.00, whether paper or electronic, shall be executed by one Director and the manager, if any. Alternately, if no manager is employed by the Association, all checks over \$2,000.00, whether paper or electronic, shall be executed by two Directors. All checks under \$2,000.00 may be executed by the manager, if any, or by one Director.

Aside from checks as discussed above, all contracts deeds, leases, and other instruments used for expenditures or obligations over \$500.00 shall be executed by two Directors, or, if a manager is hired by the Association, by one Director and the manager. All such instruments for expenditures or obligations of \$500.00 or less may be executed by one Director or by the manager in the event a manager is employed by the Association.

The execution of checks, contracts, deeds, leases, and other instruments used for expenditures or obligations shall only be done subject to majority approval by the Board.

### **6.3 Availability of Records**

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

## **7 AMENDMENT TO BYLAWS**

### **7.1 Amendments**

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

### **7.2 Recording**

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

## **8 MISCELLANEOUS**

### **8.1 Office**

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

### **8.2 Conflicts**

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

### **8.3 Severability**

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

### **8.4 Waiver**

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

### **8.5 Captions**

The captions contained in these Bylaws are for convenience only. The captions shall not be used

to interpret, limit, or enlarge the provisions of these Bylaws.

**8.6 Gender, etc.**

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its Board (Management Committee).

DATED: 12/20/19.

IN WITNESS WHEREOF, the Board has caused this Declaration to be executed in certification that the proper number of votes were obtained.

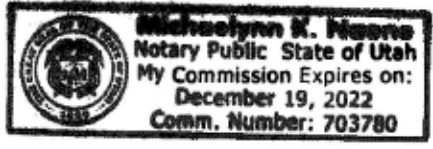
DATED: 12/20/19

By: [Signature]  
President

By: [Signature]  
Secretary

By: \_\_\_\_\_

STATE OF UTAH )  
County of DAVIS ) :ss.



On this 20<sup>th</sup> day of December, 2019, personally appeared before me Simeon Lawrence, Terry Turner, and \_\_\_\_\_ who being by me duly sworn, did say that they are the directors of the Association authorized to execute this Declaration and did certify that more than 67% of the Total Votes of the Association approved this Declaration.

[Signature]  
NOTARY PUBLIC