

**WHEN RECORDED RETURN TO:**

Gough Homes, L.L.C.  
8186 S 1300 W  
West Jordan, Utah 84088

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: CRP, DEPUTY - WI 26 P.

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**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE COTTAGES AT COUNTRY OAKS SUBDIVISION PHASE 3**

THIS Declaration of Protective Covenants, Conditions and Restrictions for THE COTTAGES AT COUNTRY OAKS SUBDIVISION PHASE 3, a Planned Home Development (the "Declaration") is made and executed as of this 22 day of June, 2016, by Gough Homes, L.L.C., a Utah limited liability company located at 8186 S 1300 W, West Jordan, Utah 84088 (hereinafter referred to as the "Declarant"):

**SUBMISSION**

The property which is subject to this Declaration is located in Salt Lake County, Utah, and is more particularly described as follows (the "Property"):

**ALL OF LOTS 302, 303 & 305-308 of THE COTTAGES AT COUNTRY OAKS SUBDIVISION PHASE 3**, as the same is identified in the Record of Plat Maps in the Salt Lake County Recorder's Office.

Together with the use and enjoyment of the private roads and common areas within THE COTTAGES AT COUNTRY OAKS SUBDIVISION PHASE 3, as set forth on the recorded plat.

In consideration of the premises and as part of the general plan for the improvement of the Property, the Property is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration. In addition:

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

## ARTICLE I RESIDENTIAL AREA COVENANTS

Each Lot in the subdivision shall be subject to the following requirements and restrictions, which are intended to ensure an environmentally sound and aesthetically pleasing development in THE COTTAGES AT COUNTRY OAKS SUBDIVISION PHASE 3, in harmony with the natural environment and with itself.

### GENERAL GUIDELINES

1. **Planned Use and Building Type.** No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings, not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles. Each dwelling shall incorporate a covered porch, a de-emphasized garage, and a front walk that provides direct connection to city sidewalks, as set forth in the approved plat.
2. **City Approval.** These restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria all the requirements of this Declaration and any Architectural guidelines. All lots, fences, common areas, dwellings, accessory buildings and structures, together with all other elements of the subdivision must comply with Draper City's Development Code.
3. **Building Location.** Building locations must conform to the requirements of the Draper City zoning ordinances, Development Code and the Development Agreement for the Subdivision.
4. **Subdivision of Lots.** No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots with less square footage in area than the area of the lot at the time of its initial purchase.

### DESIGN GUIDELINES

5. **Building Envelope.** All structures of every kind, including buildings, decks and storage structures, must be located within the setback limits described in the Development Agreement for the Subdivision, unless a variance or other exception is approved by the City and the Architectural Control Committee (see Article VII hereafter).
6. **Site Preparation, Grading and Drainage.** Each Owner is strongly encouraged to preserve the existing topography. Any grading should be done to maintain the existing terrain using natural rounded and varied contours. Grading should be directed, naturally, to the drainage system. Exposed drainage pipe must be avoided. Erosion is to be controlled to protect and retain any exposed earth.
7. **Access Drives.** The graded or paved surface of any access drive may not exceed 30 feet in width. The length of the access drive shall be a minimum of 20 feet. The location of the Drive and proposed driving surface are subject to approval by the Architectural Control Committee.

8. **Garage; Parking.** Each site must have an enclosed garage designed for at least two (2) cars. Carports of any kind are prohibited.

9. **Fences and Walls.** Back and rear side yard fences and patio/courtyard sight screens shall be constructed only upon approval of the Architectural Control Committee (see Article VII hereafter). There shall be no front yard fencing, meaning between the structure and the street, with the exception of the fencing at the entry to the subdivision and perimeter fencing of the Phases. Side yard fences shall not extend beyond the front line of the house and/or garage, with the exception of subdivision perimeter fencing. Fences should be placed to be as unnoticeable as possible and vegetation should be used to mask fences where appropriate.

10. **Terraces and Decks.** The finish of decks and terraces, especially with regard to railings, should be designed so as to appear to be Architecturally integrated with the residence itself. Style, color and materials that are used on the home itself must also be utilized for decks, skirting, or terraces.

11. **Exterior Lighting.** Outdoor lighting must be designed to assure that neighboring properties are protected from the view of bright light sources. Illumination necessary for evening activities and security must be directed downward and be only bright enough to provide for safe use of steps and paths.

## **ARCHITECTURAL DESIGN**

12. **Style.** Each residential structure shall be of a traditional design and approved by the Architectural Control Committee.

13. **Design Guidelines.** The minimum total floor area, finished and unfinished, of any home shall be 3,200 square feet (excluding the garage, porch, balcony, patio, and deck).

14. **Height of Structures.** No home may exceed 35 feet in height at the highest point of its roof, meaning the vertical distance between the top of the roof and the proposed subdivision grade, at any given point of the building coverage. If applicable government standards call for a more restrictive standard, the government standard shall prevail.

15. **Roofs.** No structure shall utilize or incorporate a flat roof. Each roof shall have a minimum 5/12 pitch. Each structure shall use Architectural-grade 25-year asphalt shingles, or higher, roofing materials. Roof materials allowed are: Architectural grade asphalt shingles, fire retardant wood shake, slate or tile. Roof colors shall be earth tones or black. White, bright and reflective materials are prohibited from roofs.

16. **Foundations.** Visible surfaces of concrete masonry on concrete foundation walls and piers may not exceed eighteen (18) inches above finish grade unless they are faced with approved exterior materials.

17. **Exterior Materials.** The exterior construction of structures shall generally blend in and be compatible with the surrounding area, and shall consist of stucco and masonry. All front elevations

shall be 50% brick or stone with balance of concrete fiber board. The balance of the home may consist of brick, stone, stucco or concrete fiber board.

18. **Prefabricated Buildings.** No building that is constructed off-site and requires transportation to any lot, whole or in partial assembly, will be permitted without the written permission of the Architectural Control Committee. No mobile homes will be permitted to be placed or stored on any building Lot.

19. **Landscaping.** All of the lot surrounding the structure which is visible from the street shall consist of lawn or vegetative landscaping (trees, shrubs, flowers) except the driveway and any walkway. The driveway and walkway shall be "surfaced" with cement or other appropriate material approved by the Architectural Control Committee. At least one-half (50%) of the front yard area (excluding driveway) shall be lawn with the remainder neatly defined landscape areas of small trees, shrubs, and flowers.

20. **Paving.** Driveway and other flat paved areas may be concrete, exposed aggregate concrete, or stamped concrete. Gravel areas are not permitted.

21. **Solar Equipment.** Solar panels are to be integrated into roof design. Panels and frames must be copper or compatible with roof colors and all equipment must be screened from view.

22. **Antennae.** All T.V. or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view.

23. **Pools, Spas, Fountains, Game courts.** Pools, spas, fountains and game courts shall be permitted but shall be located to avoid impacting adjacent properties with light or sound. 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 ramps, which structures are hereby prohibited.

24. **Metal Awnings.** Metal awnings or metal "lean-tos," shall not be permitted on any lot.

#### CONSTRUCTION REGULATIONS

25. **Building Lot.** All building materials, construction debris, and excess dirt shall be placed on that building Lot. All debris and trash shall be placed in a receptacle and removed at least weekly. The excess soils from the excavation of the home's basement shall be placed where it will not interfere with the construction of the subdivision or the installation of its public utilities.

26. **Dust and Noise Control.** The builder or Owner shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is a result of their construction activity on or adjacent to their lot.

27. **Construction and Other Related Debris.** Construction debris, grass clippings, garbage and other discarded items shall not be disposed of into the open space areas.

## ARTICLE II USE RESTRICTIONS AND RULES

The Subdivision shall be a single-family residential subdivision and shall be used solely for residential purposes. The master plan and the Development Agreement detail building envelopes for each Lot within which the primary residential structure must be located. No Lot shall be further subdivided, even if zoning laws would allow subdivision. All structures shall be in compliance with applicable zoning ordinances regarding side yard and height limitations. The following standards and restrictions shall govern the improvement, maintenance and use of each Lot:

1. **Street Parking.** The applicable fire code only allows on-street parking on one side of the street. Owners and their guests and visitors shall comply with the fire code parking restrictions at all times. In addition, on-street parking is intended for temporary visitors only. No motor vehicle, boat, recreational equipment, or any similar item may be parked, stored, or left on or next to the streets in and around the Property for more than a twenty four (24) hour period unless written approval is granted by the Association. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

2. **Recreational Vehicles.** No boats, trailers, large trucks or commercial vehicles belonging to Owners or other residents of the Property shall be parked in any side yard which is less than 10 feet in width. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, Private Street or other Common Areas. However, these restrictions shall not apply to emergency repairs to vehicles. All R.V.'s and vehicles must be stored at the minimum house set-back as required by Draper City.

3. **Animals and Pets.** Dogs, cats or other animals may be kept as permitted by current zoning regulations provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises and under the owner's control. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by the lot owner. Any owner or other resident within the Development who violates this Section shall be subject to such penalties or fines as any applicable statutes, ordinances or regulations may provide.

4. **Location of Structures.** No structure shall be erected, placed or altered on any Home in the Subdivision until the building plans, specifications, and plot plan showing the location of such structure have been approved in writing by the Architectural Control Committee.

5. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, junk, or other waste and all such items must be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

6. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly will be permitted unless located in enclosed areas built and designed for such purposes. No automobiles or other vehicles are to be stored on streets or front yards. No trailers, boats or other large recreational items shall be stored on the streets or front yards for longer than 24 hours, unless written approval is granted by the Association. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues. For the purposes of these Restrictions generally, and for this paragraph in particular, the "front yard" includes and encompasses the required setback for the home.

7. **Signs.** No sign of any kind shall be displayed to public view on any structure or any Home, except for a sign, limited to one (1), advertising the property for sale, which sign shall not be larger than four (4) square feet.

8. **Modification of Homes.** Any Owner may remodel, paint or redecorate the interior of structures on his or her Home without approval. However, modifications to the interior of porches, patios, and similar portions of a Home visible from outside the structures on the Home shall be subject to approval of the Architectural Control Committee. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

9. **Common Area Restrictions.** The Common Areas shall be used only in a manner consistent with the planned home residential concept.

10. **Only Legal Uses Permitted.** All Homes are intended to be improved with residences and are restricted to such use. No Home shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other residence or Home, so as to create a nuisance or interfere with the rights of any Owner.

11. **Garage Restrictions.** Any garage constructed on a Home is intended for the parking of motor vehicles. Although incidental storage in a garage otherwise used for the parking of motor vehicles is permitted, no garage may be used for storage to such an extent or in such manner that the storage prohibits or otherwise interferes with its primary use in the parking of motor vehicles. The Association may from time to time prescribe detailed rules regarding the use of garage space for storage. The Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

12. **Installation of Landscaping.** Front yards shall be installed prior to occupancy of each Home. Rear yards shall be installed no later than six (6) months after occupancy unless weather does not permit. In that case, rear yard landscaping shall be installed no later than four (4) months after weather permits. For improvements on Homes completed during winter months, a landscape bond shall be posted with Draper City (If required by the City) prior to occupancy to assure landscape completion. Each home shall include one tree in the front yard. Deciduous trees shall be at least 1 ½ inches in caliper and coniferous trees shall be a minimum height of five (5) feet. Draper City tree

requirements may require a specific type and quantity of trees for each lot. Draper City requirements shall rule.

28. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless approved in writing by the Association.

13. **Developer Exceptions.** Notwithstanding the restrictions contained in this Article II, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Developer shall have the right to use any Home owned by it, and any part of the Common Areas reasonably necessary to appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvements of the Common Areas or improvement and/or sale of all Homes owned by Developer.

### ARTICLE III EASEMENTS

1. **Installation and Maintenance.** For the installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible or for which the HOA is responsible to maintain.

2. **Utilities.** Wherever sanitary sewer connections, water connections, electricity, gas, telephone and cable television lines and drainage facilities are installed within the Property, the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the fullest extent necessary, to enter upon the other lots in the subdivision where said connections, lines or facilities, or any portion thereof lie, or to have utility companies enter upon the other lots, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary. Any lot so entered shall be restored by those entering to as near its original condition as is reasonably possible. Nothing in this paragraph shall be construed to authorize or permit an owner who is not properly certified or qualified to repair, or attempt to repair, any such connections, lines or facilities. All such repairs shall be performed by qualified personnel from the applicable utility company, phone or cable service.

3. **Sewer and Water.** Sewer and water laterals are stubbed to each property. All owners must locate and verify the depth of the sewer and water laterals prior to the commencement of any construction on the lot.

**ARTICLE IV  
THE ASSOCIATION**

1. **Formation.** The owners of each lot in the subdivision shall form an association to pay the ongoing expenses of maintaining the common area of the subdivision, and to otherwise enforce these Restrictions. The name of the association shall be THE COTTAGES AT COUNTRY OAKS PHASE 3 Homeowner's Association, Inc., a Utah non-profit corporation (the "Association").

2. **Membership in the Association.** Membership in the Association is appurtenant to the ownership of a lot, and may not be partitioned therefrom. Each purchaser of a lot shall automatically become a member of the Association.

3. **Board of Trustees.** The Association shall be managed by a Board of Trustees, which shall appoint officers, hold meetings, and conduct the business of the Association as more particularly set forth in the bylaws adopted by the Association.

4. **Classes of Membership and Voting Allocations.** The Association shall have two (2) classes of membership - Class A and Class B, as more particularly described in the Bylaws. Class A Members shall be all owners with the exception of the Class B Member, if any. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership as more particularly set forth in the bylaws of the Association.

**ARTICLE V  
COMMON AREA**

1. **Common Area** shall mean and refer to all real property in or adjacent to the Property in which the Association or its members have a right of use or owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:

- a) All common area designated as such in the plat map, and amendments or supplements thereto, including the green, open space immediately.
- b) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Property and intended for the common use of all lot owners, such as telephone, electricity, gas, water and sewer.

2. **Ownership and Use.** Each Owner shall be entitled to the exclusive ownership and possession of his dwelling and lot (collectively, "Lot") and to membership in the Association as set forth herein. There shall be no requirements concerning who may own a Lot, it being intended that they may and shall be owned as any other property rights by persons. This is a residential community



and as such the Lots shall be used only for residential purposes. The Common Area shall only be used in a manner consistent with the residential nature of the Project.

## ARTICLE VI MAINTENANCE, ASSESSMENTS AND FINES

1. **Maintenance.** The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows:

Area of Common Responsibility. The Association shall maintain and repair, as needed from time to time, the private road and cul-de-sac which service Lots 305-308, and shall share in the maintenance and repair of the private road which services Lots 302 and 303 (i.e., Country Oak Lane) (the "Phase 3 Roads").

b) **Snow and Ice Accumulations.** The Association shall remove (or contract for the removal of) all ice and snow accumulations from the Phase 3 Roads. Each Lot Owner shall remove all ice and snow accumulations from all other locations, including but not limited to the driveway and all walkways (and steps) leading to the dwelling's main entrance, as well as on the sides and to the rear of the dwelling.

c) **Area of Personal Responsibility.** Each Owner shall maintain his Lot, and all of the improvements constructed or installed thereon, except that portion that the HOA is responsible to maintain.

2. **Assessments and Common Area Expenses.** Each Owner, upon receipt of a deed to a Lot, shall pay all Assessments subject to and in accordance with the restrictions set forth herein, provided, however, that under no circumstances shall the Developer be obligated to pay any Assessments at any time. Following the conveyance of a Lot to an Owner (other than the Developer), each of Lots 302, 303 and Lots 305 through 308 (the "Phase 3 Lots"), shall be subject to a monthly assessment for snow removal and the maintenance of the Phase 3 Roads. As of the date of the signing of these Restrictions, the monthly assessment for the Phase 3 Lots is estimated to be \$40.00 per month (equating to \$480.00 per year). From and after January 1, 2016, the monthly assessments set forth above shall be increased by three percent (3%) per year over the previous year's assessment without the vote of the Members or such assessment amounts may be increased in a greater amount or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members) present in person or represented by proxy at a meeting duly called for such purposes.

3. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the subdivision. The use made by the Association of funds obtained from assessments, may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas (which insurance the Association shall acquire and

maintain as required by Utah law); maintenance, repair and improvement of the Common Area; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

4. **Monthly Assessment Due Dates.** The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of an installment contract of sale, on the date the installment contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$15.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5. **Special Assessments.** In addition to other assessments described herein, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the members of the Association other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.' Notwithstanding anything to the contrary herein, the Association may not levy any special assessments against the Developer.

6. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. Each Owner, shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association assessments described in this section, together with the hereinafter provided for interest and costs of collection. All such assessment amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.


7. **Effect of Non-Payment; Remedies.** Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing

lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees (including those of a paralegal and any fees incurred on appeal), court costs, and each and every expense incurred by the Association in enforcing its rights.

8. **Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Common Area and that it will be obligated to pay property taxes to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his or her pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

9. **Fines, Notice and Hearing.** If an Owner or resident is charged with a material violation of this Declaration, or the Bylaws of the Association, or any Rules and Regulations adopted by the Board (collectively, the "Project Documents"), then:

- a. The Board may assess a fine against an Owner for a violation of the Association's Project Documents.
- b. Before assessing a fine, the Board shall give the Owner a written warning that: (i) describes the violation; (ii) states the rule or provision of the Project Documents that the Owner's conduct violates; (iii) states that the Board may, in accordance with the provisions of Utah Code Ann. § 57-8a-208, assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the written warning or assesses a fine against the Owner under this section; and (iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the Board gives the Owner the written warning by which the Owner shall cure the violation.
- c. The Board may assess a fine against an Owner if: (i) within one year after the day on which the Board gives the Owner a written warning described in subsection 9(b), the Owner commits another violation of the same rule or provision identified in the written warning; or (ii) for a continuing violation, the Owner does not cure the violation within the time period that is stated in the written warning described in subsection 9(b).
- d. After the Board assesses a fine against an Owner under this section, the Board may, without further warning, assess an additional fine against the Owner each time the Owner: (i) commits a violation of the same rule or provision within one year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for 10 days or longer after the day on which the Board assesses the fine.

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- e. A fine assessed under subsection 9(a) shall: (i) be made only for a violation of a rule, covenant, condition, or restriction that is in the Association's Project Documents; (ii) unless otherwise determined by the Board following an informal hearing as described in subsection 9(f) hereafter, the amount of the fine shall be \$500; and (iii) accrue interest at the rate of 12% per annum together with late fees of \$10 per day for every day that the violation remains uncured. All such fines and fees shall constitute a lien on the Owner's Unit and shall be subject to collection and foreclosure.
  - f. An Owner who is assessed a fine under subsection 9(a) may request an informal hearing before the Board to dispute the fine within 30 days after the day on which the Owner receives notice that the fine is assessed.
    - i. At any such hearing, the Board shall: (1) provide the Owner a reasonable opportunity to present the Owner's position to the Board; and (2) allow the Owner, a Board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication. At the conclusion of the hearing, or within a reasonable amount of time thereafter, the Board of Trustees shall determine whether a violation has occurred and, if so, may assess costs, impose a fine and/or issue sanctions, or take such other action as may be appropriate. The Board shall inform the Owner of its final decision, in writing, within ten (10) calendar days of the conclusion of the hearing.
    - ii. If an Owner timely requests an informal hearing under subsection 9(f), no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives a final decision.
  - g. An Owner may appeal a fine assessed under subsection 9(a) by initiating a civil action within 180 days after: (i) if the Owner timely requests an informal hearing under subsection 9(f), the day on which the Owner receives a final decision from the Board; or (ii) if the Owner does not timely request an informal hearing under subsection 9(f), the day on which the time to request an informal hearing under subsection 9(f) expires.
  - h. The Board may delegate the Board's rights and responsibilities under this section to a managing agent, except that the Board may not delegate the Board's rights or responsibilities to conduct an informal hearing which is timely requested by an Owner.
  - i. Nothing herein shall be construed to prevent the Board of Trustees from making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing notice and a hearing.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL**

1. **Architectural Control Committee**. The Officers of the Association shall appoint a three-member Committee, the function of which shall be to insure that all improvements and

landscaping within the property harmonize with existing surroundings and structures (herein the "Architectural Control Committee" or "ACC"). The ACC need not be composed of Owners, but any non-owner member must be a director, officer, manager, member, trustee, beneficiary or other manager or beneficial owner of an entity owning a Lot or Living Home. If such a committee is not appointed the Officers shall perform the duties required of the committee.

2. **Submission to Committee.** Except Homes constructed by the Developer, no Home, accessory building or structure or addition to a Home and no landscape additions and changes shall be constructed or maintained, and no alteration, repainting, or refurbishing of the exterior of any Home, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefore have first been submitted to and approved by the ACC. All such plans and specifications shall be consistent with Architectural guidelines which shall be from time to time adopted by the Officers and/or the ACC.

3. **Standard.** In deciding whether to approve or disapprove plans and specifications submitted to it, the ACC shall use its best judgment to insure that all improvements, construction. Landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

4. **Approval Procedure.** Any plans and specifications submitted to the ACC shall be submitted on a form provided by the Committee and in triplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association, one set will be retained by the reviewing Architect (if any) and the remaining set of plans will be returned to the property owner. All plans and specifications shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the ACC fails to take any action within such period it shall be deemed to have approved the material submitted.

5. **Bond/Security Deposit.** The ACC may require that an Owner post a bond, cash security deposit or irrevocable letter of credit in a form satisfactory to the ACC, in an amount not to exceed \$1,000.00 in favor of the Association, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters of credit have been properly posted with the ACC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by Owner or his agents in the construction of improvements.

6. **Address for Submittal.** Plans and specifications for the construction and installation of any and all improvements within THE COTTAGES AT COUNTRY OAKS Subdivision Phase 3 shall be submitted and approved by the ACC (prior to submittal to any required governmental agency) at the address designated by the officers of the Association.

7. **Construction.** Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion.

8. **Liability for Damages.** The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

9. **Exception for Developer.** The foregoing provisions of this Article shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Developer on any Lot or on any part of the Common Areas and which occurs at any time during the seven (7) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

10. **Developer's Obligation.** Developer hereby covenants in favor of each Owner that all Homes erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be Architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

#### **ARTICLE VIII DURATION, ENFORCEMENT AND AMENDMENT**

1. **Duration of Restrictions.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the subject property has been recorded, agreeing to change said covenants in whole or in part.

2. **Enforcement.** The owner or owners of any portion of the Property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages, including reasonable attorney's fees, for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed these covenants and restrictions the 22 day of June, 2016.

DECLARANT: Gough Homes, L.L.C.

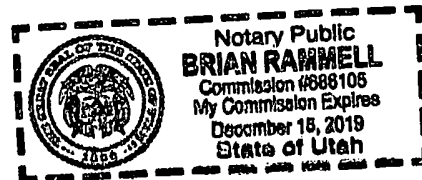
By: Timothy Gough, Member and Authorized Agent

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On this 22 day of June, 2016, personally appeared before me Timothy Gough, duly sworn, who did say, for himself, that he is a member of Gough Homes, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and he duly acknowledged to me that said limited liability company executed the same.

My Commission Expires: 12 15 19

[Signature]  
Notary Public - Residing in  
Salt Lake County, Utah



**EXHIBIT A  
BYLAWS**



**BYLAWS  
OF  
THE COTTAGES AT COUNTRY OAKS PHASE 3  
HOMEOWNERS ASSOCIATION, INC.  
a Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, § 16-6a-101, *et seq.*, Utah Code Ann. (the "Act"), the undersigned incorporator of the Cottages at Country Oaks Phase 3 Homeowner's Association, Inc., hereby adopts the following Bylaws of The Cottages at Country Oaks Phase 3 Homeowner's Association, Inc.:

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is THE COTTAGES AT COUNTRY OAKS PHASE 3 HOMEOWNER'S ASSOCIATION, INC., a Utah non-profit corporation, hereinafter referred to as the "Association." The principal office of the Corporation in the State of Utah shall be located at 8186 S 1300 W, West Jordan, Utah 84088, but meetings of Members and Trustees may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Trustees.

**ARTICLE II  
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to THE COTTAGES AT COUNTRY OAKS PHASE 3 HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2.2 "Property" shall mean and refer to that certain real property described in the Protective Covenants, Conditions and Restrictions for The Cottages at Country Oaks Subdivision, Phase 3, a Planned Unit Development, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots, which is owned by the Association for the common use and enjoyment of the Owners, or the limited use of certain Owners as to "Limited Common Areas", together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires, as defined in the Declaration.

Section 2.4 "Declarant" shall mean and refer to Gough Homes, L.L.C., a Utah limited liability company, its successors and assigns, if such successors or assigns should acquire from the Declarant all of its rights and obligations of development.

Section 2.5 "Declaration" shall mean and refer to the Protective Covenants, Conditions and Restrictions for The Cottages at Country Oaks Subdivision Phase 3, a Planned

Unit Development, applicable to the Property recorded in the Office of the Recorder of Salt Lake County, State of Utah, and amendments thereto.

Section 2.6 "Dwelling" shall mean and refer to any one of the separately numbered and self-contained living spaces located upon a Lot as designated in the Protective Covenants, Conditions and Restrictions for The Cottages at Country Oaks Subdivision Phase 3, a Planned Unit Development, which Dwelling is intended to be owned individually, rather than in common by Owners of different Lots and Dwellings.

Section 2.7 "Lot" shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than in common by Owners of different lots; and (b) which is intended to be used as the site of a single residence.

Section 2.8 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.9 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Lot and/or any Dwelling. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

### **ARTICLE 3 MEMBERS**

#### Section 3.1 Qualifications.

(a) Each Owner of a Lot (including Declarant if, and so long as, it is the Owner of a Lot), by virtue of being such an Owner and for so long as he or she is such an Owner, shall be a Member of the Association.

(b) No person shall exercise the rights or privileges of membership in the Association until satisfactory proof of ownership has been furnished to the Board. Proof of ownership of a Lot may consist of a copy of a valid deed or a title insurance policy showing that person to be the Owner of a Lot, or such documentary or other proof as the Board, in its discretion, deems satisfactory.

Section 3.2 Classes of Membership. The Association shall have two (2) classes of membership— Class A and Class B, described more particularly as follows:

(a) Class A. Class A Members shall be all Owners with the exception of the Class B Member, if any. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:

(1) One Vote. Each Lot shall have one (1) vote.

(2) Subject to Assessment. No vote shall be cast or counted for any Lot not subject to assessment.

(3) Multiple Owners. When more than one (1) person or entity holds an interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.

(4) Leased Dwelling. Any Owner of a Lot (or Dwelling) which has been leased, may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting.

(b) Class B. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to three (3) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership upon the happening of the earlier of the following (which is hereinafter referred to as the "Event" or "Events"):

(1) Lots Sold. Four (4) months after eighty percent (80%) of the total Lots in the Project (now or hereafter constructed upon the Property or Additional Land – i.e., within Phase 3 of The Cottages at Country Oaks Subdivision) have been sold and closed; or

(2) Four Years. Four (4) years from date the Declaration was recorded with the Salt Lake County Recorder; or

(3) Election. When, in its sole discretion, Declarant so determines.

From and after the happening of these Events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Lot owned. At such time, the Declarant shall call a meeting, in the matter described in the Bylaws of the Association for special meetings, to advise the Members of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

#### **ARTICLE IV MEETING OF MEMBERS**

Section 4.1 Annual Meetings. Annual meetings of the members shall be held on the third Tuesday in June of each year commencing 2016, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 4.2** Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Trustees, or upon written request of one-third (1/3) of the members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

**Section 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 mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereon, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4.4** Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

**Section 4.5** 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Dwelling.

## **ARTICLE V**

### **BOARD OF TRUSTEES: SELECTION AND TERM OF OFFICE**

**Section 5.1** Number. The affairs of the Association shall be managed by a Board of Trustees consisting of not less than three (3) individuals, the majority of whom need to be members of the Association; provided, however, that during the period that Class B Voting Rights exist, there may be only one (1) Trustee.

**Section 5.2** Term of Office. At the first annual meeting, the Members shall elect one (1) of the Trustees for a term of one year, one (1) of the Trustees for a term of two years, and one (1) of the Trustees for a term of three years, and at each annual meeting thereafter the members shall elect the number of Trustees whose terms are to expire for a term of three years.

**Section 5.3** Removal. Any Trustee may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 5.4 Compensation.** No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5.5 Action Taken Without a Meeting.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

## **ARTICLE VI NOMINATION AND ELECTION OF TRUSTEES**

**Section 6.1 Nomination.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

**Section 6.2 Election.** Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII MEETINGS OF TRUSTEES**

**Section 7.1 Regular Meetings.** Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 7.2 Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

**Section 7.3 Quorum.** A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VIII**  
**POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 8.1** **Powers.** The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) levy assessments and special assessments as contemplated and set forth in the Declaration;

(c) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(d) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(e) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 8.2** **Duties.** It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot and Dwelling at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

## **ARTICLE IX OFFICERS AND THEIR DUTIES**

Section 9.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 9.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 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.

Section 9.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 9.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 8.4 of this Article, and neither the president nor the vice-president may hold the office of either secretary or treasurer.

Section 9.8 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.



## **ARTICLE X COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

## **ARTICLE XI ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association monthly and special assessments which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date of delinquency, interest shall accrue thereon at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Dwelling.

## **ARTICLE XII CORPORATE SEAL**

The Association may obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

## **ARTICLE XIII AMENDMENTS**

Section 13.1 These Bylaws may be amended or repealed, at a regular or special meeting of the members, by a vote of a sixty-seven percent (67%) of the Members present in person or by proxy.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIV MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of THE COTTAGES AT COUNTRY OAKS PHASE 3 HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this 22 day of June, 2016.

**INCORPORATOR:**  
GOUGH HOMES, L.L.C.,  
a Utah limited liability company

By:  \_\_\_\_\_, Member  
and Authorized Agent