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Recorder, Salt Lake County, UT
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After Recording Return to:
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**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**
for
CANYONVIEW PARK SUBDIVISION AND THE VILLAGE AT CANYONVIEW PARK

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYONVIEW PARK SUBDIVISION AND THE VILLAGE AT CANYONVIEW PARK (this "Declaration") is hereby adopted by The Village at Canyonview Park Property Owners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particularly described in **Exhibit A** attached hereto ("Property"):

(B) On or about June 2, 2004, a Plat Map depicting The Village at Canyonview Park Phase 1 was recorded in the Salt Lake County Recorder's Office, as Entry No. 9070235.

(C) On or about June 2, 2004, a Declaration of Covenants, Conditions and Restrictions of The Canyonview Park Subdivision and The Village at Canyonview Park ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office, as Entry No. 9079236.

(D) On or about April 5, 2005, an Amendment to Declaration of Covenants, Conditions & Restrictions of the Canyonview Park Subdivision and the Village at Canyonview Park ("First Amendment") was recorded in the Salt Lake County Recorder's Office as Entry 772No. 9341616.

(E) On or about May 5, 2005, a Plat Map depicting The Village at Canyonview Park Phase 2 was recorded in the Salt Lake County Recorder's Office, as Entry No. 9368558.

(F) On or about August 11, 2005, an Amendment to Declaration of Covenants, Conditions & Restrictions of the Canyonview Park Subdivision and the Village at Canyonview Park ("Second Amendment") was recorded in the Salt Lake County Recorder's Office as Entry No. 9459299.

(G) On or about September 20, 2005, an Amendment to Declaration of Covenants, Conditions & Restrictions of the Canyonview Park Subdivision and the Village at Canyonview Park ("Third Amendment") was recorded in the Salt Lake County Recorder's Office as Entry No. 9495492.

(H) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(I) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. Plat Map(s) for the Property are attached hereto as **Exhibit "B."**

(J) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of the Village at Canyonview Park Property Owners, Association, Inc. ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(K) The Association and its Members desire that the Board adopt the Amended & Restated Bylaws for the Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Village at Canyonview Park Property Owners, Association, Inc., a copy of which is attached hereto as **Exhibit "C"** ("Bylaws"), which shall be recorded in the Salt Lake County Recorder's Office contemporaneously with the recording of this Declaration. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

CERTIFICATION

(L) Pursuant to the Second Amendment, Owners of record holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing

of the Articles.

(K) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(L) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(E) "Association" shall mean THE VILLAGE AT CANYONVIEW PARK PROPERTY OWNERS ASSOCIATION, INC. and as the context requires, the officers or directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of THE VILLAGE AT CANYONVIEW PARK PROPERTY OWNERS ASSOCIATION, INC

(G) "Bylaws" shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit C**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) "City" shall mean Riverton, Utah and its appropriate departments, officials and

committees.

(I) "County" shall mean Salt Lake County, Utah and its appropriate departments, officials and committees.

(J) "Common Area(s)" shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto, including, but not limited to: private streets, gates, sidewalks, curbing, open space, kids' play area, perimeter fence, street lights, and other areas identified in the Plat. The Association shall maintain the Common Area(s), including sprinkler systems within the Common Areas.

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act

(L) "Declaration" shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Canyonview Park Subdivision and The Village At Canyonview Park, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean a structure which is designed and intended for use and occupancy as a single family residence, whether attached or detached from other residences, together with all improvements used in conjunction with such residence, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Dwelling. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Dwelling or serving only the Dwelling shall be part of the Dwelling.

(N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures, Dwelling and appurtenances of every type and kind, including but not limited to buildings, single family homes, dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "Harmonious" shall refer to Improvements and structures within the community that are consistent with the existing character, architectural style, colors, and theme as other Improvements in the community so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements.

(Q) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s), including the Dwelling and all Improvement located thereon.

(R) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held (in whole or in part) in fee simple, according to the records of the Salt Lake County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a "Member" of the Association.

(T) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(U) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Canyonview Park Subdivision and The Village At Canyonview Park in the Salt Lake County Recorder's Office, as it may be amended from time to time.

(V) "Private Streets" shall mean and refer to all of the roads and streets within the Project that are designated on the Plat(s) as private streets. Private Streets shall for all purposes be deemed to be Common Areas.

(W) "Project" shall mean all phases of Canyonview Park Subdivision and The Village At Canyonview Park and all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(X) "Property" shall have the meaning set forth in the recitals.

(Y) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

ARTICLE II
EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.3 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication,

phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.5 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) "Landscape Easement" shall mean those areas upon each Lot other than area of the Dwelling in which the Association has retained an easement to approve, control and maintain landscaping for the benefit of all Owners of Lots within the Property.

(b) For inspection during reasonable hours of the Lots, Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(c) For inspection, maintenance, repair and replacement of portions of the Common Area;

(d) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(e) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge

during reasonable hours their respective rights, powers and duties;

(f) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III
COMMON AREAS & MAINTENANCE RESPONSIBILITIES

3.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to all easements as set forth in this Declaration. The Common Areas consist of areas designated as Common Areas on the recorded Plat(s), including any structures related to the operation or maintenance of the Common Areas, together with any rights or way and utilities and pipes that serve more than one Unit that are not the responsibility of the City, as shown on the recorded Plat(s) or described herein including, but not limited to: private streets, gates, sidewalks, curbing, open space, kids' play area, perimeter fence, street lights, and other areas identified in the Plat. The Association shall maintain the Common Area(s), including sprinkler systems within the Common Areas.

3.2 Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from Common Areas. Owners shall be responsible for removing snow from driveways, adjacent sidewalks, entryways, porches, patio areas, and other applicable areas on their Lot. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow will be delegated to a third party, who will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. The Association shall not be responsible or liable for said third party's discretion and removal of snow.

3.3 Landscaping. The Association shall perform general landscaping maintenance of the Units' front, side and back yards (where applicable), which shall include mowing, edging, blowing of grass, and disposal of leaves. The Association shall maintain the original sprinkler system, as originally installed, in the front, side and back yards. Owner shall be responsible for providing necessary access to the landscaping in any fenced area.

- (a) Repair, maintenance and replacement of the perimeter fence.
- (b) Asphalt repair, maintenance and replacement of any private roads within the Subdivision.
- (c) Any light poles.
- (d) All mailboxes.
- (e) Sidewalks adjoining the community roadways (not including sidewalks

leading to individually owned Units); and

(f) Private utility lines/infrastructure that serves more than one Unit and is not the responsibility of the City or County;

3.4 Owner's Maintenance Responsibilities. Owners are responsible for their Dwelling and for the approximately three (3) to five (5) foot area immediately surrounding the Dwelling including such items as flower beds, garden areas, bushes and driveways, and shall be responsible to maintain such area. All Lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the Improvements on it to fall into a state of disrepair.

3.5 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within thirty 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts may bear interest from the date advanced at the lawful judgment rate under applicable state law.

3.6 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance that existed when initially constructed. No significant, subsequent, exterior alterations, Improvements, or remodeling without the advance written approval of the ACC. Small or insubstantially changes do not need to be submitted to the ACC. The following are examples of both significant changes requiring approval and minor changes not needing prior approval:

<u>Significant Changes</u>	<u>Insignificant Changes</u>
Any exterior remodeling of the Dwelling	<u>The following changes are considered insignificant provided that they are Harmonious with existing Improvements:</u>
Repainting of the exterior of Dwelling	Repainting of a door
Modification of Dwelling exterior walls	Repainting of trim
Relocating existing windows on the Dwelling	Minor landscaping changes
	Repairing the exterior of a Dwelling to original condition

3.7 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the ACC, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the ACC, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

3.8 Fencing. Any fencing must be constructed of high-quality white vinyl fence, six feet above grade or lower. Owner is responsible to take the necessary steps to determine the legal boundaries of his/her lot.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

4.1 Approved Plans. The ACC must provide prior, written approval of all plans for construction or remodeling within the Subdivision, which plans must be Harmonious with existing Improvements and the existing character within the Subdivision. The ACC shall determine, in its sole discretion, whether the proposed Improvements will be Harmonious. Please see Table of Significant or Insignificant Changes listed in Article III above.

(a) The Board may adopt rules and policies with respect to the submission and review of proposed Improvements.

4.2 Dwelling Construction & Materials. The Board or ACC may adopt Rules with regard to allowed construction colors, materials, appearance etc.

4.3 Landscaping. No significant landscaping may be modified or changed, without the express written consent of the ACC.

4.4 Temporary Structures. No structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence, either temporarily or permanently.

4.5 Disagreement. If Owners disagree with the decision by the ACC as to Harmonious Improvements within the Subdivision, the Owners may petition and obtain fifty-one (51%) of the Owners approving the construction.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

5.1 Architectural Control Committee ("ACC"). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

5.2 Approval by Board or ACC Required. No exterior significant improvement such as complete landscaping, painting the whole building, concrete roofing and similar reconstruction of any kind will be constructed or commenced on any Lot(s) without the prior, written approval of the ACC. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. A plan for the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) Owner(s) responsible to verify the Plat and boundaries.

(b) Review. Within 30 days from receipt of the submitted plans, the ACC will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ACC may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ACC fails to respond within thirty (30) days, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

5.3 Variances. The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

5.4 Board and ACC Not Liable. The Board, ACC and its members shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ACC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ACC has acted improperly.

5.5 Limitations on Review. The ACC's review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC prior to construction.

ARTICLE VI MEMBERSHIP

6.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE VII VOTING

7.1 Only an Owner that is current on all assessments and/or other fees shall be entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VIII HOMEOWNER ASSOCIATION

8.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project, and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an

appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

8.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

8.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (ii) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from

liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

(b) **Special Assessment.** 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 repairs or replacement of the Common Areas. Special Assessments in excess of twenty percent (20%) of the annual assessment shall be approved by at least fifty-one percent (51%) of owners.

(c) **Individual Assessment.** In addition, the Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Subdivision or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) **Reserve Fund Assessment.** The Association may levy a reserve fund assessment, as set forth in this article.

(e) **Other Assessments.** The Association may levy other assessments or fees, as authorized by the Governing Documents.

8.4 **Budget.** The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

8.5 **Reserve Fund Analysis.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

8.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

8.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of \$250.00, unless a lesser amount is determined by the Board.

8.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

8.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

8.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

8.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

8.12 Payoff Information. When a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

8.13 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

8.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

8.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

8.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

8.17 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE IX

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

9.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

9.2 Due Date & Late Charges. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances at 18% per annum or 1.5% per month. The Board may also impose attorney fees and other reasonable charges imposed by a Manager or attorney related to collections.

9.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and

other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

9.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

9.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

9.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

9.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

9.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot or Unit for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE X
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

10.1 The lien of assessments and late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for

any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE XI
USE LIMITATIONS & RESTRICTIONS

11.1 Single Family Use. Consistent with Riverton City Ordinance, single family use shall mean "one person living alone or four or more persons related by blood, or related by marriage or adoption, according to the laws of the state of Utah; or a group not to exceed four unrelated persons living together as a single housekeeping unit."

11.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

11.3 Licensed Contractors Strongly Recommended. The Association strongly encourages that any Improvement that is constructed within the Subdivision be done by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

11.4 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

(a) The Lots within the Property shall be used exclusively for residential living purposes, and no Lots within the Property shall ever be occupied or used for nightly/weekly rentals including, but not limited to, listing on such sites as Airbnb or VRBO.

11.5 Restriction on Signs. No signs will be permitted on any Lot or within the Project, without the approval of the ACC. Signs indicating the Lot is for sale may be placed in accordance with City regulations.

11.6 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot.

11.7 No Re-Subdivision. No Lot may be re-subdivided.

11.8 Combination of Lots. No Lot may be combined with another Lot without the consent of the Architectural Control Committee.

11.9 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction

or remodeling unless any delays are approved in writing by the ACC.

11.10 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out within the Project that violates city ordinances.

11.11 No Hazardous Activity. No activity may be conducted on any Lot that violates city ordinances.

11.12 No Unsightliness. No unsightliness is permitted on any Lot that would violate any City ordinances.

11.13 Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not be visible from neighboring Lots except to make them available for collection and then only for the shortest time necessary to effect such collection. Each Owner must at all times and at their expense provide garbage cans and plastic liners therefore, unless the Association elects to provide the same. The Association may adopt Rules further delineating requirements with respect to the storage, collection and disposal of garbage, rubbish and trash.

11.14 No Annoying Lights. No outdoor lighting shall be permitted except those lights consistent with city ordinances.

11.15 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which creates noise that violates City ordinances.

11.16 Livestock, Poultry and Pets. No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Dwelling of the Owner, or within confines on the premises of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. Failure to abide by these conditions shall result in fines as authorized by the Board. All restrictions and rules as set forth by the City with respect to animals are hereby incorporated by this reference. The Association may also defer to the City for enforcement of violations of animals rules where appropriate.

11.17 Vehicles & Parking. All vehicles in the Project shall be in running condition, properly licensed and in compliance with City and/or County ordinances. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways or streets. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked or stored in a garage. No parking on streets and sidewalks.

(a) No resident shall perform a major repair or restore any vehicles of any kind in, on or about any Lot, Common Areas, or elsewhere in the Project except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility or location. (An example of a major repair would be engine removal or replacement, transmission removal or replacement, and other repairs requiring significant equipment and must be performed over multiple days.)

(b) Owners may only park in garages or in driveways. Owners may not park on the street, grass, elsewhere on their Lot or in the Project or within designated fire zones or no parking zones, or any other areas marked for no parking.

(c) The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, the right to immediately remove or cause to be removed any vehicles that are improperly parked, and the assessment of fines to Owners and occupants who violate such Rules.

11.18 Exterior Antennas and Satellite Dishes. Only active dishes and antennas may be installed on the Dwelling. Prior service or services not in use that necessitated a dish or antenna must be removed immediately upon the cessation of the service consistent with federal or state law.

11.19 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting or graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, air soft guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size. In addition, all firearms are prohibited from the Common Areas regardless of whether an owner possesses a concealed carry or other permit.

11.20 Outdoor Clothes, Washing and Drying. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes.

11.21 Energy Conservation Equipment. Solar panels must be mounted on the roof.

11.22 Mailboxes. Mailboxes are maintained by the Association.

11.23 Paving. Driveway and other flat paved areas may be concrete, exposed aggregate concrete, and stamped concrete or other materials approved by the ACC.

11.24 Awnings. All awnings or metal patio covers must receive prior approval from the ACC prior to installing any awning or patio.

11.25 Garage Doors. Garage doors should be in good working condition and should be closed at all times when not being presently utilized to access vehicles or other items from the garage. Inoperable or damaged garage doors shall be repaired within 30 days of the damage or

interruption in its operation. Garage doors may be left partially open up from the cement driveway in order to allow airflow to the area.

ARTICLE XII
RENTAL/LEASE RESTRICTIONS

12.1 Restrictions and Rules Governing Non-Owner Occupied Dwellings. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

(a) Owners of record as of the date this Declaration is recorded shall have priority with respect to renting their otherwise qualifying Dwelling over Owner acquiring their Dwelling after this Declaration is recorded.

(b) Owners must live in their Dwelling for a period of not less than one (1) year before being permitted to rent or lease an otherwise qualifying Dwelling.

(c) Restriction on Leasing and Non-Owner Occupancy. As of the date of this recording, there are sixteen (16) non-Owner occupied Dwellings: the Dwellings locations are described on **Exhibit “D”** attached hereto (collectively “Existing Rental Dwellings”). With the exception of those Dwellings that are exempt pursuant to Article 12.1(e) only the Existing Rental Dwellings and no additional Dwellings in the Project may be rented or non-Owner occupied at any one time for a maximum total of 20% non-exempt, non-Owner occupied Dwellings in the community. The ability to lease an existing non-Owner occupied Dwelling expires upon the sale or transfer of ownership of said Dwelling, or if an Owner re-occupies the Dwelling. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Dwelling.

(d) In addition, any non-Owner occupied Dwelling, including Dwellings exempt pursuant to Article 12.1(e), must comply with the following restrictions:

(i) Any Lease or agreement for otherwise allowable non-Owner occupancy must be in writing, must be for an initial term of at least ninety (90) days, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-Owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;

(ii) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least ten (10) days prior to occupation of the

Dwelling by the non-owner occupant.

(iii) Daily, weekly or monthly occupation by non-Owner occupants is prohibited (whether pay or not); and

(iv) The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Board of Directors, and the Manger shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Directors, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Dwelling expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending Non-Owner occupant.

(e) Exempt Non-Owner Occupied Dwellings. In addition to the allowed cap of 20%, the following Dwellings may be non-Owner occupied Dwellings:

(i) An Owner in the military for the period of the Owner's deployment.

(ii) A Dwelling occupied by an Owner's parent, child, or sibling.

(iii) An Owner whose employer has relocated the Owner for no less than two years.

(iv) A Dwelling owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:

- a. The estate of a current resident of the Dwelling; or
- b. The parent, child, or sibling of the current resident of the Dwelling.

(v) A Dwelling whose Owner (i) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Dwelling when the service has concluded.

(f) Permitted Rules. The Board of Directors may adopt Rules requiring:

(i) Reporting and procedural requirement related to non-Owner occupied Dwellings and the occupants of those Dwellings, including

requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and

(ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

(g) Tenant Selection. It shall be landlord's sole responsible to properly screen and select tenants, which selection process shall, as allowed by Federal or State law, include at least the following categories.

- False Information. Provides false information to the landlord on the Application or otherwise.
- Convictions. Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years. Any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- Sex Offender Registry. Appear on the sex offender registry and it is within four years of the date of conviction. Landlords leasing to a sex offender(s) whose conviction is over 4 years old must comply with UCA 77-27-21.7 related to "Protected Areas."
- Controlled Substance. Have been convicted of distribution of a controlled substance within the past four years.
- Probation and/or Parole. Are on court or Board of Pardons-ordered probation or parole for one of the disqualifying offenses listed above.

The landlord shall attest to the Board that the above criteria were reviewed by landlord prior to commencement of any lease.

ARTICLE XIII INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

13.2 Property Insurance.

(a) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas.

- (i) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
 - (ii) Any blanket policy shall be in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by such policy (including the Dwellings if applicable) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - (iii) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one-hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
 - (iv) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available (ii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per occurrence at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.
- (b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
- (i) The Association's policy provides primary insurance coverage;
 - (ii) The Owner is responsible for the Association's policy deductible;
 - (iii) The Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible, and the Association may levy an assessment against the Owner for that amount.
- (c) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the

Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within twelve (12) months.

- (e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

13.4 Directors and Officers Insurance. The Association shall obtain Directors and Officers liability insurance protecting the Board of Directors, the Officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available), which insurance shall not be less than one million dollars (\$1,000,000). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

(a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

(b) Provide coverage for theft or embezzlement of funds by:

- (i) Officers, Board of Directors, or Members of the Association;
- (ii) Employees and volunteers of the Association;
- (iii) Any manager of the Association; and
- (iv) Officers, directors and employees of any manager of the Association.

13.6 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

13.7 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

13.8 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and, if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.9 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

13.10 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the

Association and the Owners and their respective agents and employees.

ARTICLE XIV
DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XV
DISBURSEMENT OF PROCEEDS

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI
REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII
CONDEMNATION

17.1 Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other

matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

18.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

18.3 Limited Liability. Neither the Board, the Architectural Control Committee, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

18.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

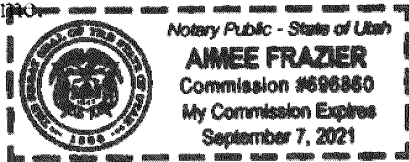
18.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

THE VILLAGE AT CANYONVIEW PARK PROPERTY OWNERS ASSOCIATION, INC.

Rachel Greertsen
By: Rachel Greertsen
Its: Board Member

STATE OF UTAH)
) : ss
COUNTY OF Salt Lake)

On this 9th day of March, 2018, personally appeared before me Aimee Frazier, who being by me duly sworn, did say that he/she is a Board Member of The Village at Canyonview Park Property Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Aimee Frazier
Notary Public

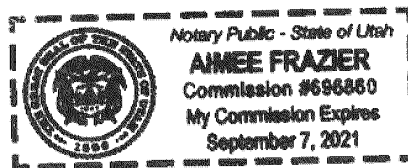
THE VILLAGE AT CANYONVIEW PARK PROPERTY OWNERS ASSOCIATION, INC.

Susan Locke
By: Susan Locke
Its: Board Member

STATE OF UTAH)
) : ss
COUNTY OF Salt Lake)

On this 9th day of March, 2018, personally appeared before me Aimee Frazier, who being by me duly sworn, did say that he/she is a Board Member of The Village at Canyonview Park Property Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Aimee Frazier
Notary Public



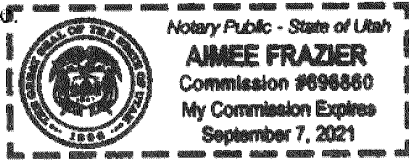
THE VILLAGE AT CANYONVIEW PARK PROPERTY OWNERS ASSOCIATION, INC.



By: Spencer Easton
Its: Board Member

STATE OF UTAH)
) : ss
COUNTY OF Salt Lake)

On this 4th day of March, 2018, personally appeared before me Aimee Frazier, who being by me duly sworn, did say that he/she is a Board Member of The Village at Canyonview Park Property Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.




Notary Public

THE VILLAGE AT CANYONVIEW PARK PROPERTY OWNERS ASSOCIATION, INC.

By:
Its: Board Member

STATE OF UTAH)
) : ss
COUNTY OF _____)

On this _____ day of _____, 201__, personally appeared before me _____, who being by me duly sworn, did say that he/she is a Board Member of The Village at Canyonview Park Property Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

**Exhibit A
Legal Description**

LOT 101 THROUGH LOT 136, VILLAGE AT CANYONVIEW PARK PHASE 1.

Parcel Nos.

27303780420000	27303780300000	27303810080000
27303780410000	27303780290000	27303810070000
27303780400000	27303780280000	27303800010000
27303780390000	27303810010000	27303800020000
27303780380000	27303810020000	27303820010000
27303780370000	27303810030000	27303820020000
27303780360000	27303810040000	27303820030000
27303780350000	27303810050000	27303820040000
27303780340000	27303810060000	27303820050000
27303780330000	27303810110000	27303820060000
27303780320000	27303810100000	27303820070000
27303780310000	27303810090000	27303820080000

LOT 201 THROUGH LOT 246, VILLAGE AT CANYONVIEW PARK PHASE 2.

Parcel Nos.

27303780510000	27303780670000	27303790070000
27303780520000	27303780680000	27303790080000
27303780530000	27303780690000	27303790090000
27303780540000	27303780700000	27303790100000
27303780550000	27303780710000	27303790110000
27303780560000	27303780720000	27303790120000
27303780570000	27303780730000	27303790130000
27303780580000	27303780740000	27303790140000
27303780590000	27303780750000	27303790150000
27303780600000	27303780760000	27303800030000
27303780610000	27303780770000	27303800040000
27303780620000	27303790020000	27303800050000
27303780630000	27303790030000	27303800060000
27303780640000	27303790040000	27303800070000
27303780650000	27303790050000	
27303780660000	27303790060000	

COMMON AREAS:

BEG S 89°13'15" E 1934.67 FT & N 0°46'45" W 33 FT & N 37°20'36" W 29.35 FT FR SW COR SEC 30, T3S, R1W, SLM; N 37°20'36" W 281.70 FT; N 0°00'08" E 82.42 FT; S 37°25'09" E 352.54 FT; S 12°03'53" W 28.06 FT M OR L; W'LY ALG A 11519.16 FT RADIUS CURVE TO L 37.43 FT M OR L TO BEG. (BEING PT OF AN OPEN SPACE WITHIN VILLAGE AT CANYONVIEW PARK PH 1).

Parcel No. 27303780810000

BEG S 89°13'15" E 1934.67 FT & N 0°46'45" W 33 FT & N 12°03'53" E 38.40 FT M OR L FR SW COR SEC 30, T3S, R1W, SLM; N 12°03'53" E 28.06 FT; S 89°33'12" E 179.61 FT; S 0°14'59" E 15.70 FT; SW'LY ALG A 15 FT RADIUS CURVE TO R 24.09 FT; N 88°13'15" W 108.56 FT; SW'LY ALG A 11519.16 FT RADIUS CURVE TO L 61.31 FT M OR L TO BEG. (BEING PT OF AN OPEN SPACE WITHIN VILLAGE AT CANYONVIEW PARK PH 1).

Parcel No. 27303780820000

BEG S 89°13'15" E 2128.92 FT & N 99.23 FT FR SW COR OF SEC 30, T3S, R1W, SLM; N 89°33'12" W 179.61 FT; N 37°25'09" W 352.54 FT; N 00°00'08" E 341.33 FT; N 89°58'54" E 118.61 FT; N 0°01'06" W 138.30 FT; N 89°45'01" E 188 FT; S 0°01'06" E 39.88 FT; N 89°48'20" E 124.08 FT; S 0°14'59" E 469.98 FT; SW'LY ALG A 100 FT RADIUS CURVE TO R 26.06 FT; S 14°40'54" W 83.30 FT; S 16°59'29" W 51.14 FT; S 0°14'59" E 163.39 FT TO BEG. LESS LOTS, PARCEL A & OPEN SPACE LOCATED SOUTH & WEST OF LOTS 101 THRU 109. (BEING THE OPEN SPACE AREAS AND PRIVATE STREETS WITHIN THE VILLAGE AT CANYONVIEW PARK PH 1). 6.89 AC. 9410-5257

Parcel No. 27303790160000

**Exhibit B
Plat Maps**

Exhibit C
Bylaws

**Amended & Restated Bylaws
of
The Village at Canyonview Park Property Owners Association, Inc.**

The following are the Amended & Restated Bylaws of The Village at Canyonview Park Property Owners Association, Inc. ("Bylaws"), a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Canyonview Park Subdivision, of even date and recorded in the Official Records of the Salt Lake County Recorder's Office (hereinafter referred to as the "Amended & Restated Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Amended & Restated Articles of Incorporation.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of the total membership, as defined in the Declaration. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice, shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming a Member of the Association or upon the written request by the Association, Owners shall provide a valid email address for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. mail.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be those Owners in attendance at a properly noticed meeting.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing and does not have any delinquencies in the prior 90 days shall be deemed in good standing and entitled to vote at any annual or special meeting.

The Association shall have one class of voting membership, and each Owner shall be entitled to one equal vote for each Lot in which they are an Owner. There shall only be one vote for each Lot in the Project. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Lot. But if more than one of such Person(s) is present, the vote appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Lot may not be divided between Owners of such Lot. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

The Association shall honor: the vote of a trustee or successor trustee of any trust that is an Owner on the real property records; the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled; and the vote of the authorized representative of any legally organized and existing entity, that is an Owner on the real property records.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals ("Board"). Members of the Board of Directors shall serve for a term of three (3) years; provided, however, that initially, the Board shall identify two of the five members of the Board to serve for a two year term, with the other three members serving a three year term. Thereafter, all board members elected for each opening shall serve for a three year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

Directors may replace another Director through appointment if a Director has three consecutive unexcused absences from Board Meetings.

Section 3.2 Eligibility. All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Lot. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, which expenses shall be properly documented and approved by the other Board Members.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board may take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner that is reasonably accessible. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners prior to the meeting or from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means for Members of the Board of Directors. Notice of board meetings to the community at large may be provided by posting on any community bulletin board, except for those Owners that have provided a written request to the Association to receive notice of board meetings via email. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners may attend regular board meetings. Notwithstanding, the Board may limit Owners' comments and/or questions to a specific period of time within the meeting and may exclude Owners when in executive session. The Board shall provide email notice in

accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided an email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a Manager or Managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas and community facilities;
- (f) Maintenance of private and gates;
- (g) Maintenance of any private water system or other private utility;
- (h) Adoption and amendment of rules and regulations;
- (i) Enforcement of the Declaration, including the retention of legal counsel;
- (j) Commencement of legal action when necessary;
- (k) Imposition of fines, sanctions and citations;
- (l) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;

- (m) Purchase of and maintenance of insurance;
- (n) Maintenance of books and records of the Association;
- (o) Emergency repairs;
- (p) Adoption of reasonable pet restrictions; and
- (q) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary, treasurer and such other office as designated by the Board, who shall at all times be members of the Board, and such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 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. Appointed officers, which do not include the elected or appointed Board of Directors, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 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 temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows, which duties may be delegated to a Manager(s):

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out.

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 Owners; keep appropriate current records showing the Owners 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 the Board; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures.

Member at Large: This member shall have the duties and obligations as set by the Board.

Other Officers: Other officers shall have the duties and obligations as set by the Board, which may also be delegated to a Manager by a vote of the Board.

ARTICLE VIII CONDUCT AT ASSOCIATION MEETINGS

Section 8.1 Weapons. No person, whether an Owner, occupant, owner representative, or other third party is permitted to bring (whether concealed or open) any firearm, knife, aerosol, weapon, or similar item to any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event. In addition, the following areas are off-limits for any weapons (whether concealed or open): pool area, bowery area, tennis courts, RV park, retention pond, Common Areas, and the kids' play area.

Section 8.2 Recording. No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

ARTICLE IX COMMITTEES

Section 9.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE X INVESTMENT

Section 10.1 Investment. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

ARTICLE XI INDEMNIFICATION

Section 11.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 11.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE XII WAIVER OF PROCEDURAL IRREGULARITIES

Section 12.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method

of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 12.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 12.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

ARTICLE XIII AMENDMENTS/ ORDER OF PRECEDENCE

Section 13.1 Amendment. Any amendment to these Bylaws shall require the affirmative vote, or written consent, of at least fifty-one percent (51%) of the total membership of the Association.

ARTICLE XIV FISCAL YEAR

Section 14.1 Fiscal Year. 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.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Salt Lake County Recorder, State of Utah.

The Village at Canyonview Park Property Owners Association, Inc.

By: Adam Spencer *Adam Spencer* 3-9-2018

Its: Board Member

The Village at Canyonview Park Property Owners Association, Inc.

By: Spencer Easton *Spencer Easton* 3-9-2018

Its: Board Member

The Village at Canyonview Park Property Owners Association, Inc.

By: Susan Locke *Susan Locke* 3/9/18

Its: Board Member

The Village at Canyonview Park Property Owners Association, Inc.

By: Rachel Geertsen *Rachel Geertsen* 3/9/2018

Its: Board Member

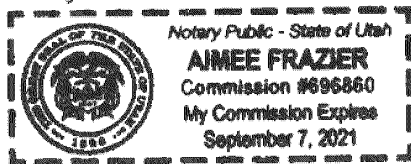
The Village at Canyonview Park Property Owners Association, Inc.

By: _____

Its: Board Member

In Salt Lake County

On this 9th day of March 2018, personally appeared before me Aimee Frazier, who being by me duly sworn, did say that she is a Board Member of the Village at Canyonview Park Property Owners Association Inc., a Utah non-profit corporation.



Aimee Frazier

Exhibit D
Existing Rental Dwellings

1. 4472 W. Osage Road
2. 12421 S. Mayan Street
3. 12422 S. Mayan Street
4. 12437 S. Mayan Street
5. 12456 S. Saquamish Street
6. 12466 S. Mayan Street
7. 12478 S. Mayan Street
8. 12494 S. Mayan Street
9. 12503 S. Saquamish Street
10. 12524 S. Mayan Street
11. 12526 S. Saquamish Street
12. 12527 S. Saquamish Street
13. 12532 S. Mayan Street
14. 12542 S. Mayan Street
15. 12547 S. Mayan Street
16. 12449 S. Mayan Street