

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
QUAIL RIDGE
PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS DECLARATION is made and executed this 28 day of January 2015, by Quail Ridge Home Owners Association, L.L.C., a Utah Non-Profit Company (the "Association").

Ent 133956, Bk 317 Pg 573
Date: 28-JAN-2015 3:21:07PM
Fee: \$160.00 Credit Card
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: QUAIL RIDGE HOMEOWNERS ASSOCIATION

RECITALS:

A. The Association desires to provide for preservation the values and amenities of the Property and for maintenance of the Common Areas. To this end and for the benefit of the Property and the Owners thereof, Association hereby subjects the Property to the covenants, restrictions, easements, charges and liens set forth in this Declaration, which shall be recorded in the official records of Morgan County, State of Utah

B. The Association has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to be an entity which possesses the powers to maintain and administer the Common Areas, collect and disburse the assessments and charges provided for in the Declaration and otherwise administer and enforce the provisions of the Declaration. For such purposes, the Association is incorporated under the laws of the State of Utah, as a nonprofit corporation, the Quail Ridge Homeowners Association (the "Association").

C. This amended and restated Declaration is preceded by the Declaration executed on the 12th of March 2007. It was recorded in Morgan County by Brenda Nelson for Mount Joy LLC in Book 244 pg 496 on the 13th of Mar 2007 Ent 106749. This amended and restated Declaration was approved on January 05, 2015. Approval with 57 out of 82 members (70%), 67% is required.

NOW, THEREFORE, for the foregoing purposes, the Association declares that the Property shall be subject to this Declaration and that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

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

- 1.01 Architectural Committee shall mean the Board or the Architectural Committee established by the Board as provided in Article IX of this Declaration.

- 1.02 Association shall mean the QUAIL RIDGE HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.
- 1.03 Board shall mean and refer to the Board of Directors of the Association defined above.
- 1.04 Common Areas shall mean all areas of the Property so designated in the Plat may be amended from time to time, and which are intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, including all improvements constructed or to be constructed thereon and all easements appurtenant thereto.
- 1.05 Conveyance shall mean and refer to the actual conveyance of fee title to any Lot to any Owner by a warranty deed or similar document conveying title and shall not mean the mere execution of an installment sales contract or security for financing purposes.
- 1.06 Culinary Water shall mean water delivered to a Lot and the Living Unit thereon to be used for culinary purposes through the Culinary Water system owned by the Association not to include the lot water shut off valve
- 1.07 Declaration shall mean this AMMENDED AND RESTATED DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICIONS OF QUAIL RIDGE PLANNED RESIDENTIAL UNIT DEVELOPMENT, which shall be filed for record in the office of the County Recorder of Morgan County, Utah.
- 1.08 Development shall mean and refer to the Property and any approved additions thereto, together with all Living Units and other structures and improvements constructed or to be constructed thereon, described in the Declaration.
- 1.09 Limited Common Areas shall mean and refer to those areas designated as such on the Plat and declared in the Declaration to be reserved for the use of the Owner(s) of a certain Lot to the exclusion of the Owners of any other Lots or the Association.
- 1.10 Living Unit shall mean and refer to a residential structure and improvements used in conjunction therewith, designed and constructed or to be constructed as part of a Lot, and which shall be used and occupied as a single family residence. Each Living Unit shall become part of the Lot upon which it is constructed.
- 1.11 Lot or Lots shall mean and refer to any one or more of the separately numbered and individually described parcels of land shown and designated on the Plat as the Plat may hereafter be revised or amended, and which shall

include the Living Unit or Units constructed or to be constructed thereon. Lots shall be privately owned, and each Lot shall be used and occupied by a single family.

- 1.12 Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 3.02 (c) of Article III of this Declaration.
- 1.13 Member shall mean and refer to every Owner of a Lot. All Owners shall automatically be Members of the Association.
- 1.14 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering and property by a mortgage, deed of trust or trust deed.
- 1.15 Mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.
- 1.16 Owner shall mean any person or legal entity who is the owner of record (as reflected by the records in the office of the County Recorder of Morgan County, Utah) of a fee or undivided fee interest in any Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, deeds of trust, or like instruments, no mortgagee, until such party acquires fee title pursuant to foreclosure or conveyance in lieu thereof.
- 1.17 Plat or Plats shall mean and refer to the subdivision plats covering the Property, the first being entitled "QUAIL RIDGE PHASE ONE" ("Phase I Plat") filed for record in the office of the County Recorder of Morgan County, Utah, on the 7th day of April, 2004, as Entry No. 95601, in Book 204 of Plats, at Page 690; as the same may be amended from time to time, shall be prepared and certified by a registered Utah professional engineer and land surveyor.
- 1.18 Property shall mean and refer to all land covered by this Declaration, including Common Areas, Limited Common Areas and Lots. The Property shall be that certain real property situated in Morgan County, Utah, described in and shown on the Phase I Plat.
- 1.19 Residence shall mean and refer to a Lot and Living Unit constructed thereon as a single family dwelling unit, and shall include Limited Common Area appurtenant thereto.
- 1.20 Secondary Water shall mean water to be used exclusively for irrigation, sprinkling or other non-culinary purposes delivered unmetered to the Lots and Common Areas through the Secondary Water system owned by the Association.

- 1.21 Walkway -Path and material leading from driveway to front door and or porch.
- 1.22 Sidewalk -Path and material adjacent to road considered part of the common area.

ARTICLE II SUBMISSION AND DIVISION OF PROJECT

2.01 Submission. The Property shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration.

2.02 Annexation by the Association. Only the association shall at any time have the right to annex any additional land to the Property, such right to be exercised only upon obtaining approval of such annexation from (a) the owner or owners of the land to be annexed and (b) fifty one percent (51%) of the Members of the Association. The annexation of any such land shall become effective upon recordation in the office of the County Recorder of Morgan County, Utah, of (a) a subdivision plat or map covering the land to be annexed and (b) a supplemental declaration which (i) describes the land to be annexed or incorporated by reference to the description contained in the subdivision plat thereof, (ii) declares that the annexed land is to be held, sold, conveyed, encumbered, leased, occupied and improved as part to the Property subject to this Declaration, (iii) sets forth such additional limitations, restrictions, covenants and conditions as are applicable to the annexed land, (iv) states which portions of the annexed land are Common Areas, Limited Common Areas or Lots, and which portions are within any new land classification, provided that the nature and incidents of any such new land classification shall be fully set forth in such supplemental declaration previously filed with respect to some portion of the Property, and (v) describes generally any improvements situated or to be situated on the annexed land. When any such annexation becomes effective, the annexed land shall become part of the Property.

2.03 Common Areas and Limited Common Areas that shall be owned by the Association for the benefit of the Owners in accordance with the provisions of this Declaration.

Article III DUTIES OF THE ASSOCIATION

3.01 Without limiting any other duties that may be imposed upon the Association by its Articles of Incorporation, Bylaws, this Declaration, or by law, the Association shall have the obligations and duties to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- (a) The Association shall accept all Owners as Members of the Association.
- (b) The Association shall accept title to all Common Areas

- (c) The Association shall maintain and repair the Common Areas (including easement areas not built upon by a homeowner appurtenant thereto but excluding any portions of the Common Areas left in their natural state or designated as Natural Open Space on any recorded subdivision plat or map) and, at the discretion of the board, any of the Property dedicated to any governmental authority and situated immediately adjacent to the Property in a condition comparable to the Common Areas.
- (d) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- (e) The Association shall obtain and maintain in force the policies of insurance required by Article (XI) of this Declaration.

3.02 Powers and Authority of the Association. The Association shall have all powers and authority set forth in its Articles of Incorporation, Bylaws, and the Declaration, together with its general powers as a nonprofit corporation, including, without in any way limiting any of the foregoing, the power to levy and collect assessments, issue fines for late payments and violations of covenants, and maintain and repair the Lots, Home exteriors and Common Areas, as herein provided.

(a) The association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of Article VI of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas, Lots, and Home exteriors (to the extent necessitated by the failure of the Owners of such Lots and homes) or in exercising any of its rights to construct improvements or perform other work upon any of the Common Areas, and provided that any contract for goods or services shall state that it may be terminated for cause by the Association at any time. The Association shall have the power and authority (if) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed for and in behalf of the Association in the fulfillment of

of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

(1) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the board shall deem appropriate;

(2) Such insurance policies or bonds as the Board may deem appropriate for the protection of the Association, the members of the Board, the members of the Architectural Committee and the Owners;

(3) Such utility services, including (without limitation), Culinary Water, Secondary Water, sewer, telephone, cable television and other communication services, as the Board may from time to time deem desirable;

(4) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(5) Such security and protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;

(6) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary to service the Common Areas or Association office; and

(7) Such other costs or expenses as the Board determines are necessary and proper.

(c) The Board may delegate to a Managing Agent any powers under this Declaration which are not deemed non-delegable; provided, however, among other things, the Board specifically cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$5,000 not the power to sell, convey, mortgage or encumber any Common Areas.

3.03 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Architectural Committee or the Managing Agent, to the extent allowed by the Articles of Incorporation, Bylaws or law.

3.04 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce appropriate rules and regulations governing, among other things, (a) the use of Common Areas; (b) the use

any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

(1) Construction, maintenance, repair and landscaping of the Common Areas on such terms and conditions as the board shall deem appropriate;

(2) Such insurance policies or bonds as the Board may deem appropriate for the protection of the Association, the members of the Board, the members of the Architectural Committee and the Owners;

(3) Such utility services, including (without limitation), Culinary Water, Secondary Water, sewer, telephone, cable television and other communication services, as the Board may from time to time deem desirable;

(4) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

(5) Such security and protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;

(6) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary to service the Common Areas or Association office; and

(7) Such other costs or expenses as the Board determines are necessary and proper.

(c) The Board may delegate to a Managing Agent any powers under this Declaration which are not deemed non-delegable; provided, however, among other things, the Board specifically cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$5,000 not the power to sell, convey, mortgage or encumber any Common Areas.

3.03 Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Architectural Committee or the Managing Agent, to the extent allowed by the Articles of Incorporation, Bylaws or law.

3.04 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce appropriate rules and regulations governing, among other things, (a) the use of Common Areas; (b) the use

of any utility or facilities owned by the Association; (c) other matters concerning the use and enjoyment of the Property and the conduct of residents, (d) establish and revise as necessary and determined by the Board the HOA assessment amount and associated late fees or penalties

ARTICLE IV ASSESSMENTS

4.01 Personal Obligation and Lien. 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 all properly imposed assessments together with the late payment fees, interest and costs of collection, if and when applicable. All such amounts shall, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payment fees, interest and costs of collection which shall be charged on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Notwithstanding anything to the contrary in this Article IV, however, the lien of any assessment shall be subordinate and junior to the lien of any first Mortgage.

4.02 Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Property. The use made by the Association of funds obtained from assessments may include, but shall not necessarily be limited to payment of the cost of: (1) taxes and insurance of the Common Areas; (2) maintenance, repair, and improvements of the Common Areas; (3) management and supervision of the Common Areas; (4) establishment and funding of a reserve to cover major repair or replacement of improvements within the Common Areas; (5) maintenance, repair and improvements for the Culinary Water delivery system within the Development; (6) the costs of Culinary Water delivered to each valve for given Lot; (7) maintenance, repair and improvements for the Secondary Water delivery system within the Development; (8) the costs of Secondary Water delivered to the Common Areas and Limited Common Areas; (9) maintenance, repair and improvements to storm and sanitary sewer systems and other utilities operated and/or maintained by or through the Association; and (10) any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration, its Articles of Incorporation and Bylaws. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas, roads, sidewalks, sanitary and storm sewers, Culinary Water system, and Secondary Water system that must be maintained, repaired or replaced on a periodic basis. Septic Sewers are the responsibility of the Association from the road to the first cleanout access point between the main line and the home. This is similar to the culinary water, to the first shut off valve between home and the main line.

4.03 Determination of Assessments. The Board shall from time to time and in its discretion determine amounts reasonably estimated by the Board to be sufficient to meet the regular obligations of the association ("Regular Assessments") and or Annual Budget, Special Assessments, and other Assessments provided or allowed in this Article or otherwise imposed pursuant to this Declaration. Unless otherwise specifically provided for by the Board, assessments shall be paid on a monthly basis.

4.04 Notice of Assessments. Any Increase or special assessments must have the approval of the Board and proper notice (15 days) given to the members of the Association prior to its implementation. In compliance with State Statutes, a non-voting hearing will be held for members to have voice.

4.05 Effect of Nonpayment Remedies. Any assessment not paid when due shall together with late fees and costs of collection, be constitute, and remain a continuing lien on or against the affected Lot. The Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Lot, or both, as allowed by applicable law. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other recoverable cost or expense incurred by the Association in enforcing its rights.

4.06 Application and Effect of Partial Payment. Any payment received for less than the total amount due pursuant to an assessment shall be applied as follows, without regard to any specification as to the application thereof: Payments will be applied to the oldest month plus penalties and then each subsequent month until assessments are paid in full.

4.07 Special Assessments. From and after the date set under this Article, 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 regular assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of Owners present in person or represented by proxy and entitled to cast a vote at a meeting duly called for that purpose, as provided in the Bylaws.

4.08 Culinary Water Assessments. The costs of providing a minimum amount of Culinary Water to Lots shall be allocated equally to each Lot as provided for in Sections 4.11 below. The costs of providing Culinary Water to Lots in addition to the basic minimum amount shall be allocated as provided for in Section 8.02 (b) (c) below.

4.09 Secondary Water Assessments. The costs of providing Secondary Water to the Common Areas shall be allocated equally to each Lot and Owner or Owners thereof as a Common Areas Secondary Water Assessment included in the regular assessments

4.10 Special Assessment on Specific Lots. In addition to the Regular Assessment and any special assessment authorized pursuant to Section 4.03 above, the Board may levy at any time special assessments (a) on every Lot specifically benefited by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner or Owners of the Lot or Lots to be charged, (b) on every Lot of the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs, (c) on every Lot as to which the Association shall incur any expense for insurance coverage pursuant to Article IX for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.02(b) of Article III or other provisions of this Declaration. (d) on every lot and improvement deemed by Architectural Committee to not be maintained in a neat, attractive or in good repair condition. The aggregate amount of any such special assessments shall be determined by the cost of such insurance, improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of or payment for work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a special assessment against the Lots benefited.

4.11 Uniform Rate of Assessment. All Regular and special assessments authorized by Section 4.03 or 4.04 above shall be fixed at a uniform rate for all Lots within a recorded Plat. Assessments for Culinary Water usage authorized by Section 4.05 above shall be levied as provided for in Article VIII below. Assessments for Secondary Water usage shall be levied as provided for in Section 4.06 above. No amendment of this Declaration changing this allocation ratio of such assessments shall be valid without the consent of the Owners of all Lots adversely affected.

4.12 Monthly Assessment Due Dates. At least fifteen (15) days prior to the effective date of any increase in the amount of monthly assessments to the Owners of Lots within a recorded Plat, the Association shall give each such Owner written notice of the amount and first due date of the assessment concerned.

4.10 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrance of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

ARTICLE V PROPERTY RIGHTS AND CONVEYANCES

5.01 Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may 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 in the Living Unit 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 Areas except for the necessary parking, access, communication, utility, and drainage purposes for which such easements are intended for use in common with others.

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

- (a) The right of the Association to govern by rules and regulations the use of the Common Areas for the Owners so as to provide for the enjoyment of the Lots 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 user charges for the use of facilities (other than open areas) within the Common Areas and limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;
- (b) The right of the Association to suspend and Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Lot remains unpaid for more than thirty (30) days and for a period not exceeding ninety (90) days for infractions by an Owner of the provisions of this Declaration or of any appropriate rule or regulation promulgated by the Board;
- (c) The right of the City of Morgan 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, 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 consented to in writing by the Owners of at least fifty one percent (51%) of the Lots.

5.03 Utilities Easement. There is hereby granted and conveyed for the use and benefit of the City of Morgan, AT&T Cable Television, Questar, Qwest, their successors and

assign, and other similar utility providers, a blanket easement upon, across and under the Common Areas for ingress, egress, installation, replacing, repairing and maintaining all utilities at such location or locations as said utilities reasonably deem appropriate. By virtue of this easement, it shall be expressly permissible for the providing electrical, cable television, telephone company and/or other utility provider to construct and maintain the necessary equipment on said property and to affix and maintain electrical, cable television, telephone wires, circuits, conduits, pipes and other necessary equipment on, across and under the Common Areas, it being understood that all utilities, unless specifically approved otherwise, shall be placed underground in the Development.

An easement is further granted to all police, fire protection, ambulance, trash collection and all similar providers of services to the Development to enter upon the streets and Common Areas in the performance of their duties. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed, located or relocated on the Common Areas except as initially planned and approved by the Board. Should any company furnishing a service conveyed by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

There may be instances where patios are located within a utility easement. If it becomes necessary to remove all or portions of a patio to access the utility, the costs for the replacement thereof shall be the responsibility of the Home Owner if not replaced by the utility.

5.04 Easements for Encroachments. If any part of the Common Areas, now or hereafter encroaches upon any Lot or structure on any Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure 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 any other Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as the continue, shall exist.

5.05 Loans. The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money of the purpose of improving the Common Areas and in aid thereof to Mortgage said property; provided, however, that the rights of such Mortgagee in said property shall be subordinated to the rights of the Owners hereunder. The right of the Association to Mortgage Common Areas is subject to the approval required in the Articles of Incorporation and Bylaws, requiring fifty one percent (51%) of the membership.

5.06 Right to Protect. The rights of the Association to take such steps as are reasonably necessary or desirable to protect the Common Areas against foreclosure.

5.07 Delegation of Use. Any Member may designate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside in the Living Unit on his Lot.

ARTICLE VI
LAND USE RESTRICTIONS AND OBLIGATION

6.01 General Restrictions and Requirements.

- (a) No parking shall be allowed in Common Areas (with the exception of driveway approaches (Limited Access Common Areas) to Lots) or on any streets unless designated as parking zones. Parking, so as to obstruct any portion of a sidewalk is prohibited. Unlicensed or expired license vehicles are not allowed in parking areas and will be towed at owner's expense.
- (b) Storage deemed to be unsightly, creating a visual nuisance, is prohibited unless such storage is temporary. Temporary storage shall be no longer than 72 hours and must be contained within the drive approaches only. This includes, but is not limited to, trailers, off-road vehicles, boats, campers, inoperable or unregistered vehicles, house hold items, dismantled items, spare or surplus parts, building material, refuse, etc.
- (c) No permanent or semi-permanent structures of any kind shall be placed upon a patio or Limited Common Area.
- (d) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Lot from its natural or improved state shall be made or done except upon approval of the Board.
- (e) Lots and Living Units shall be used only for single-family residential purposes.
- (f) The facilities and improvements constituting part of the Common Areas shall be used only for the purposes and uses for which they are designed. Unimproved or landscaped portions of the Common Areas shall not be used in a manner which shall cause erosion adjacently thereof, unduly injure or scar the Common Areas of the vegetation thereof, increase the cost of maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to the other Owners in their enjoyment of their Lots and Living Units or the Common Areas.

- (g) No business, profession or trade other than those allowed by the Morgan City Home Occupation Ordinance shall be operated or maintained on any Lot or in any structure thereon without the prior approval of the Board, except this provision shall in no way limit, restrict or prevent Owners from renting their Living Units to tenants.
- (h) No noxious or offensive activity shall be carried on or upon any Lot or Limited Common Areas, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots and Living Units or the Common Areas. Without limiting the foregoing, no exterior speakers, horns whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lot and Living Unit thereon, shall be placed or used upon any Lot without the prior written approval of the Architectural Committee.
- (i) Each Lot and all improvements, such as patios, porches and stairs, walkway and driveways located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, safety issue or be unsightly, all at the Owner's expense. All fences constructed on Lots shall be constructed of the materials suitable for the purposes for which the fence is constructed and shall be preapproved by the Architectural Committee pursuant to Article VI. The Architectural Committee shall have the authority to create architectural standards for the construction of fences, including height limitation and construction materials that can be used in the construction of fences.
- (j) Any containers or equipment commonly used for storage and disposal of refuse or garbage shall be kept in a clean and sanitary condition. Each Lot, Limited Common Area, driveway approach and its abutting street shall be kept free of trash, weeds and refuse by the Owner at the Owner's expense. Containers or equipment used for storage and disposal of refuse and garbage shall not be left on the curbside or the street for a period of time exceeding twenty-four (24) hours. If in the opinion of the Architectural Committee, the Owner is not maintaining, or is otherwise allowing the Lot and any Limited Common Area to become unsightly, or is maintaining objects of

trash and rubbish or other materials which in the opinion of the Architectural Committee are degrading the value of the surrounding Lots, then such materials shall be removed and kept out of the view of the general public at the Owner's expense.

- (k) All garages shall be maintained as garages and shall not be converted to additional living space.
- (l) No exterior lighting of any sort shall be installed or maintained on a Lot if the light sources shine directly into neighboring Living Unit.
- (m) No outside toilet, other than self-contained portable toilet units' use during construction, shall be placed or constructed on any Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.
- (n) No exterior antenna or satellite dish of any sort shall be installed or maintained on any Lot except of a height, size and type approved by the Architectural Committee. No activity shall be conducted on a Lot or the common Areas which unduly interferes with television or radio reception.
- (o) There shall be no blasting or discharge of explosives upon any Lot or the Common Areas except as permitted by the Board.
- (p) No signs whatsoever shall be erected or maintained upon any Lot, except:
 - (i) Such signs as may be required by legal proceedings;
 - (ii) Such signs as homeowner may erect or maintain on a Lot prior to sale and conveyance;
 - (iii) One "For Sale" or "For Rent" sign having a maximum face area of nine (9) square feet and referring only to the Lot on which it is situated; and/or
 - (iv) One contractor identification sign having a maximum face area of fifteen (15) square feet may be displayed on a Lot during construction, but must be removed upon completion.

- (q) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion of the Property and barbecue and incinerator fires contained within facilities or receptacles designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, is in violation of any fire prevention regulations, or would result in an increase of fire insurance premiums to the Association.
- (r) There shall be no camping upon any Lot, Limited Common Areas or the Common Areas, except for family overnight recreation, and except as permitted by the Board by written license. There shall be no hunting or discharge of firearms on any Lot or the Common Areas.
- (s) Any undeveloped lot owner as of October 1st, 2014 is responsible for installing own landscape, and lawn sprinkler system that will meet the Architectural Committees approval.
- (t) Homeowners are to keep adjacent sidewalks free of snow.
- (u) *Totally New* Homeowner is responsible for maintenance, replacement, aesthetics, protecting and safety of 2' area beyond and surrounding home, AC unit, Patio, Driveway, Sidewalk, flower bed and any other structure extending from home.
- (v) Homeowner is responsible to minimize erosion around home, under walkways, driveways and all described area in 6.01 (u) from adjacent ground water and rain gutters and recreational water runoff.

6.02 Use of the Limited Common Areas. Adjacent to each Lot is a Limited Common Area, as designated on the Plat. Requirements and restrictions for use of that Limited Common Area are:

- (a) The Owner of the Lot to which the Limited Common Area is adjacent shall have the exclusive right of use of that Limited Common Area for his use and enjoyment.
- (b) The Limited Common Area with the exception of the driveway may be fenced with materials and to the height specified by the Architectural Committee.
- (c) The Owner of a Lot may use the Limited Common Area for patio, garden, or whatever other use desired so long as such

use does not infringe on the rights of adjoining Owners, adjoining Common Areas, or this Declaration.

6.03 Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce compliance with this Declaration:

- (a) Any Owner, or
- (b) The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

6.04 Control of Secondary Water and Ground Water. The Association will operate a Secondary Water system that will provide water to the Property to be used for irrigation, sprinkling and other watering. Water from Culinary or Secondary Water system shall not be used, in a manner as to create excessive ground water either on the Property or neighboring property, or in such a manner as to create excessive runoff which cause unreasonable or unnecessary erosion to other Lots, the Common Areas, Limited Access Areas or neighboring property. The Association shall have the right to regulate or restrict the use of water from such Secondary Water system on the Property and shall have the right to delegate all or part of such authority to the City of Morgan or to any other governmental or quasi-governmental entity and to enter into such other agreements with the City of Morgan or any other governmental or quasi-governmental entity as the Association may deem necessary or appropriate to provide for the control, maintenance and operation of such Secondary Water system, including the runoff resulting from the use of such system.

6.05 Household Pets. No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot or in the Limited Common Areas or Common Areas, except that dogs, cats or other normal household pets may be kept in Living Units, or upon any Lot, subject to the rule and regulations adopted by the Board. Owners of household pets are responsible to clean up all pet defecation, and minimize smell from such animals. Violations of such may result in a \$100.00 fine per incident.

6.06 Obstruction of the Common Areas. There shall be no obstruction of the Common Areas. Nothing shall be stored on the Common Areas without the prior consent of the Board.

6.07 Time-Sharing Prohibited. Neither the Declarant nor any Owner shall allow or permit any form of time-sharing ownership.

6.08 Leases. Any lease agreement between an Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the Bylaws and any rules and

regulations of the Association, and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

6.09 Landowners are responsible for directly paying to HOA fees, assessments late fees, special assessments, fines and other financial obligation cited in this declaration.

ARTICLE VII ARCHITECTURAL CONTROL

7.01 Approval of Architectural Committee. No fence, wall, replacement of Living Units, sign or other structure (including basketball standards), any exterior addition or change, or alteration, including painting, or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the Lots or Limited Common Areas, or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by the Architectural Committee, which shall be composed of either the Board or three (3) or more representatives appointed by the Board. Said plans and specifications shall be prepared by a duly licensed architect or other person approved by the Architectural Committee and shall include, where appropriate, the following:

- (a) Plot plans, showing the location of all structures and showing grade and elevations and drainage;
- (b) Building plans, including floor, foundation and roof plans, with all materials therefore;
- (c) Exterior elevations, surfaces, sections, structural design and salient exterior details;
- (d) General exterior color scheme; and
- (e) Landscaping plans, showing type, location and elevation of trees, bushes, shrubs, plants, hedges and fences.

7.02 Submission in Writing. All such plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or such Owner's authorized agent.

7.03 Approval Standards. Approval shall be based, among other things, on adequacy of the site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effect of location and use of landscaping on neighboring property, relation of topography, grade and finished ground elevation of property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of view and aesthetic beauty with respect to fences, walls and landscaping; assurance of adequate access by the Association in connection with the performance of its duties and the exercise of its powers hereunder; conformity with such rules and regulations as may be adopted by the Board in

Article; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

7.04 Timely Approval and Completion. In the event the Architectural Committee fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it. It shall conclusively be presume that the Architectural Committee has approved such plans and specifications. All approved improvement work shall be diligently completed and constructed in accordance with approved plans and specifications.

7.05 Change, waiver or Abandonment of Regulations. Unless at least fifty one percent (51%) of the votes of Members have given their prior written approval, the Association shall not be entitled by act or omission to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, their exterior maintenance or the maintenance and upkeep of the Common Areas.

7.06 Compliance of Maintenance and Good Repair. Committee shall determine and recommend to Board any lots and improvements not maintained in neat, attractive, or in good repair. The Board at it's discretion may take actions to correct items not in compliance after owner has had adequate opportunity to do such but has not done so. Corrective costs performed at Board's action will be reimbursed to HOA by Homeowner, if not; a lien may be filed for full costs of repair plus maximum interest rate allowed.

ARTICLE VIII CULINARY AND SECONDARY WATER

8.01 Association to Provide Culinary Water. The Association shall operate and maintain a Culinary Water system in order to provide Culinary Water for the Lots. Each Lot shall be connected to the Culinary Water system for the Living Unit located thereon and the Limited Common Area associated with that Lot.

8.02 Costs of Culinary Water. Culinary Water costs will be allocated as follows:
(a) From and after the date of connection to the Culinary Water system, the Owner or Owners of a Lot will be assessed a monthly charge to cover the costs of Culinary Water paid by the Association to Morgan City and maintenance of the Culinary Water system. That monthly minimum will be assessed equally to the Owner of all connected Lots and will be included in the HOA Fees.

(b) Each Lot will be entitled to receive up to 10,000 gallons of Culinary Water for the minimum monthly assessment.

(c) If the Association determines an owner is using in excess of 10,000 gallons per month of culinary water an excess fee may be accessed and determined based upon the rates purchased from Morgan City.

8.03 Association to Provide Secondary Water. The Association shall operate and maintain a Secondary Water system in order to provide irrigation water for the Common Areas. The Association shall be responsible for all irrigation and watering of the Common Areas.

8.04 Costs of irrigating Common Areas. The costs associated with irrigation of the Common Areas shall be shared equally among each Owner as provided in Section 4.09 above in order to cover the costs of Secondary Water paid by the Association to Morgan City and to maintain the Secondary Water system.

8.05 Uses of Water Assessments. The assessments for Culinary and Secondary Water are intended to reimburse the Association for the costs associated with purchasing the water from Morgan City and the costs of maintaining the Culinary and Secondary Water systems within the Development. The Association shall maintain a reasonable reserve to cover replacement, repair and maintenance of each system.

8.06 Review of Water Assessments. An annual report showing the total costs and revenues for the previous year, and the estimated costs and assessments for the upcoming year associated with the Culinary and Secondary Water systems will be prepared annually and made available to all Owners. Assessments will be reviewed annually and adjusted as needed pursuant to the provisions of this Declaration, including Section 8.05 above.

ARTICLE IX INSURANCE

9.01 Hazard Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of the land, foundations, excavation and other items normally excluded from coverage) of the common property, Common Areas and Limited Common Areas owned by the Association (including Common Area structures and all building service equipment, if any, and the like, with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement. Such insurance policy or policies shall name the Association as insured for the benefit of the Owners and shall afford protection, to the extent applicable, against at least the following:

- (a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and
- (b) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

9.02 Liability Insurance. The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, the Board, the Managing Agent and employees of the Association against claims for bodily injury (including death) and property damage arising out of any kind of negligence of the insureds, the conditions of the Common Areas or activities thereon, under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The Policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Owner because of negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days' prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit at their own expense.

9.03 Additional Insurance: Further General Requirements. The Board may also procure insurance which shall insure the Common Areas and the Association, the Board, the Managing Agent or the Owners and others against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners of their Mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenant; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

9.04 Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall prepare a written report as to the conclusions and action taken on such review, which shall be made available to the Owner of any Lot and to the holder of any Mortgage on any Lot who shall have requested a copy of such report in writing. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner or his Mortgagee.

9.05 Insurance on Living Units. The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Lot or Living Unit, and Limited Common Area associated with said

lot or acts or events thereon; provided, however, that in the event an Owner fails to supply proof to the Board, upon request, of adequate coverage against loss or damage to his Living Unit from fire and other normally covered hazards in an amount equal to its full replacement value, the Board may, but shall not be required to obtain a policy for the Living unit sufficient to cover the Association's interest therein as a lien holder and assess the Owner for the cost thereof as a special assessment on a specific Lot.

ARTICLE X
MISCELLANEOUS

10.01 Amendment. This Declaration may be amended by:

- (a) The affirmative vote of 51% of the Owners and
- (b) The filing of an instrument for record in the Office of the County Recorder of Morgan County, Utah certifying that such amendment was adopted by 51% of the membership.

10.02 Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of any action or transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing, as described in Bylaws, to such transaction from Owners entitled to cast at least the stated percentage of all Membership votes outstanding. The following additional provisions shall govern any application of this Section 10.03:

- (a) All Members of the Association shall receive notice of the requested consent to the action or transaction in the manner provided in Section 10.01 above.
- (b) All necessary consents must be obtained prior to the expiration of the ninety (90) days after the first consent is given by any Owner.
- (c) The total number of written consents required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.
- (d) Any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.
- (e) Unless the Association has on file a valid written instrument signed by all Owners of a Lot granting one such Owner the right to vote of consent on behalf of all Owners of said Lot, the consent of all Owners whose Memberships are appurtenant to the same Lot must be secured before the consent of such Owners shall be effective.

10.03 Interpretation and Severability. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision herein is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, which shall remain in full force and effect to the extent it can continue to operate reasonably without such unenforceable portion. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

10.04 Covenant to Run With Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes. As the case may be, all Owners, all parties who hereafter acquire an interest in a Lot, and their respective Mortgagees, grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Living Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring and interest in a Lot or in the Common Areas, the party acquiring such interest specifically consents and agrees to be bound by each and every provision of this Declaration.

10.05 Duration. This Declaration, including the covenants, restrictions and rights contained therein, shall remain in effect for twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Morgan County, Utah, after which time it shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least fifty one (51%) of the Lots and their first Mortgagees, if any, voted in favor of such termination. If any of the privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then the provision herein creating such privilege, covenant or right shall, in any event, terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of the Governor of the State of Utah at the time this Declaration was recorded.

10.06 Enforcement. The Association, or the Declarant or its successors in interest, or any Owner, shall have the right to sue for damages, or to enforce by any proceeding injunctive or otherwise, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure at any particular time by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.07 Governance Conflicts In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control and the stricter requirement will apply.. However, neither this Declaration, the Articles of Incorporation nor the Bylaws shall be interpreted to permit or allow any activity or use which would be

in violation of any City ordinance. Action will be taken by the Association to appropriately amend this Declaration, the Articles of Incorporation or the Bylaws upon notice from the City of any such conflict.

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

Quail Ridge Home Owners Association

By: Cindy Cloninger
Name: Cindy Cloninger
Its: President

Motion to accept Amended and Restated Declaration of CCR's and QRHA Bylaws passed by 70% of total membership.

Exhibit A Members including Proxies attending the Voting on Amended and Restated Declaration of CCR's and QRHA Bylaws

Exhibit B - Parcels with Legal Descriptions affected

Larissa Rees *Larissa Rees*

Treasurer Printed and Signature

I, as Treasurer of Quail Ridge Homeowners Association, Inc. hereby certify that the foregoing constitute the bylaws of this corporation as adopted and in full force and effect.

STATE OF UTAH

: ss

On the 28 day of January, 2015, Larissa Rees personally appeared before me, known to be the Treasurer of Quail Ridge Homeowners Association, Inc., authorized agent for the corporation that executed the within and foregoing instrument and acknowledge the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath states that he was authorized to execute the instrument. In witness whereof I have set my hand and affixed my seal the 28 day of January, 2015.

Jenny MacArthur

Notary Public

Residing at: Morgan, UT

Commission expires: 06-04-2018

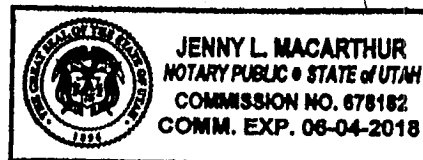


Exhibit A

Acknowledgment of Bylaws and Covenants, Conditions, and Restrictions of Quail Ridge HOA proposed November 2014.

I hereby acknowledge my approval of the Bylaws and CCRs mailed to me November 13, 2014, and as presented at the HOA meeting November 19, 2014. My signature represents my approval and or my acknowledgement of my proxy's approval.

Owner	Property	Signature	Proxy Signature
Allen, Christina	QH30 - 861 Violet Dr		Jammy McCar
Allred, Jayme	QH22 - 854 Violet Dr		Cindy Cloninger
Anderton, Cathleen	QH46 - 846 Sapphire St		
Bauer, Parker	QH49 - 858 Sapphire St		
Bergh, Raymond	QH16 - 830 Violet Dr		Jammy McCar
Blockston, Chris	QH38 - 740 Dani Way		ON FILE
Blonquist, Andrew	QH58 - 853 Sapphire St		Jim Middlecamp ON FILE
Brewer, Nicholas	QH09 - 875 Mahogany		Cindy Cloninger
Butcher, Brian	QH57 - 857 Sapphire St		
Butcher, Lauri ^{Darin}	QH25 - 866 Violet Dr	<i>[Signature]</i>	
Bybee, Gary	QH07 - 855 Mahogany	Gary Bybee	Gary Bybee
Cannon, Jonathan	QH18 - 838 Violet Dr		
Carter, Layne	QH64 - 835 Sapphire St	<i>[Signature]</i>	
Chournos, Nick	QH56 - 861 Sapphire St		Jim Middlecamp ON FILE
Christensen, McCall	PH5 - 784 Sage Dr	<i>[Signature]</i>	
Cloninger, Cindy	QH08 - 865 Mahogany	Cindy Cloninger	
Connelly, Kirt	QH53 - 874 Sapphire St		
Cox, Jamie	PH6 - 782 Sage Dr		
Daems, Jeff	QH23 - 858 Violet Dr	<i>[Signature]</i>	
Dickson, Larry	QH39 - 730 Dani Way	<i>[Signature]</i>	
Duncan, Michelle	QH67 - 707 Dani Way	Michelle Duncan	
Evans, Lorna	QH52 - 870 Sapphire St	<i>[Signature]</i>	
Fearn, Cody	QH65 - 831 Sapphire St		
Gates, Ron	PH4 - 798 Sage Dr		
Gilgen, Lesa	PH12 - 799 Sage Dr		Cindy Cloninger
Greene, Daniel	QH10 - 885 Mahogany		Cindy Cloninger Jim Middlecamp
Hales, Cristopher	QH44 - 838 Sapphire St		ON FILE

Hauber, Brian	QH17 - 834 Violet Dr	_____	12-9-14
Heiner, Janet	QH06 - 755 Mahogany		
Henriod, Dorothy	PH13 - 793 Sage Dr		Ken Mcclay ON FILE
Jarvis, Denton	QH48 - 854 Sapphire St		
Jensen, Kai	QH01 - 705 Mahogany		
Jex, Kurt	QH04 - 735 Mahogany		
Largent, Trudy	PH15 - 783 Sage Dr		Cindy Blain
Larson, Timothy	QH24 - 862 Violet Dr		Tammy McCain
Lowder, Wendy	QH29 - 857 Violet Dr		Cindy Blain
Lowe, Cary	QH27 - 849 Violet Dr	Capt. Low	
Lynn, Brenda	QH26 - 845 Violet Dr		Cindy Blain
McCain, Andrew	QH42 - 827 Violet Dr	A. McCain	12-9-2014
Middaugh, Landon	QH59 - 851 Sapphire St		
Millar, John	QH36 - 760 Dani Way		
Morgan Development	QH60 - 847 Sapphire St		Cindy Blain
Morgan Development	QH61 - 845 Sapphire St		Cindy Blain
Morgan Development	QH62 - 843 Sapphire St		Cindy Blain
Morgan Development	QH63 - 839 Sapphire St		Cindy Blain
Morley, Jeremy	QH13 - 850 Great View Dr		Cindy Blain
Moser, Kyle	QH37 - 750 Dani Way		ON FILE
Murray, Michelle	QH47 - 850 Sapphire St	Michelle	
Neel, Sandra	PH14 - 785 Sage Dr		Cindy Blain
Oldham, Karena	QH21 - 850 Violet Dr		
Orr, James	PH1 - 806 Mahogany		ON FILE
Pells, Ed	QH66 - 717 Dani Way	Lawrence Pells	
Peterson, Dennis	QH11 - 830 Great View Dr		
Potter, Raymond	QH02 - 715 Mahogany	R. Potter	12/9/14
Powers, Melissa	PH9 - 785 Sunset Dr		
Preece, Cyler	QH14 - 860 Great View Dr	Cyler Preece	12/16/14
Rees, Jamison	PH8 - 805 Clover Way		
Rindlesbach, Ken	QH34 - 755 Dani Way		
Rindlesbach, Ken 1	QH35 - 745 Dani Way		



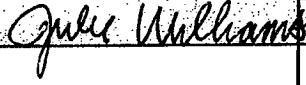
Rindlesbach, Jason 2	QH55 - 865 Sapphire St		
Rindlesbach, Jason 3	QH54 - 869 Sapphire St		
Rohbock, Joseph	PH3 - 818 Mahogany		
<i>Nold, Zachary</i>	QH43 - 834 Sapphire St		
Simpson, Thomas	QH45 - 842 Sapphire St		<i>Kim Middelst ON FILE</i>
Taylor, Jonathon	QH19 - 842 Violet Dr		
Tesch, Bryan	QH03 - 725 Mahogany		
Thorpe, Josh	QH33 - 873 Violet Dr	<i>Chelsey Thorpe</i>	
Twin Cove Apartments	QH40 - 720 Dani Way		
Ure, Kent	QH 50 - 862 Sapphire St	<i>Kent Ure</i>	
Ure, Kent 1	QH51 - 866 Sapphire St	<i>Kent Ure</i>	
VanAusdale, Jill	QH15 - 870 Great View		
Vinje, Michael	QH12 - 840 Great View Dr		<i>Cindy Lane</i>
Wallentine, Christina	QH05 - 745 Mahogany		
Walley, Shannon	QH28 - 853 Violet Dr	<i>Shannon Walley</i>	<i>12/9/14</i>
Warr, Brent	PH10 - 795 Sunset Dr		
Watson, Paul	QH31 - 865 Violet Dr		
Welker, Jacob	PH7 - 815 Clover Way	<i>Kara Welker</i>	<i>12/16/2014</i>
Wheeler, Laura	QH41 - 710 Dani Way	<i>Laura</i>	<i>ON FILE</i>
Wilde, Jade	QH20 - 846 Violet Dr	<i>Jade Wilde</i>	<i>12-9-14</i>
Wilde, Terry	QH32 - 869 Violet Dr		
Williams, Julie	PH2 - 812 Mahogany		
Woodard, Dean	PH11 - 830 Mahogany		<i>Cindy Lane</i>

Acknowledgment of Bylaws and Covenants, Conditions, and Restrictions of Quail Ridge HOA proposed November 2014.

I hereby acknowledge my approval of the Bylaws and CCRs mailed to me November 13, 2014, and as presented at the HOA meeting November 19, 2014. My signature represents my approval and or my acknowledgement of my proxy's approval.

Owner	Property	Signature	Proxy Signature
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Allred, Jayme	QH22 - 854 Violet Dr		
Anderton, Cathleen	QH46 - 846 Sapphire St		
Bauer, Parker	QH49 - 858 Sapphire St	<i>Parker ER</i>	
Bergh, Raymond	QH16 - 830 Violet Dr		
Blockston, Chris	QH38 - 740 Dani Way		
Blonquist, Andrew	QH58 - 853 Sapphire St		
Brewer, Nicholas	QH09 - 875 Mahogany		
X Butcher, Brian	QH57 - 857 Sapphire St	<i>Brian Butcher</i>	
Butcher, Lauri	QH25 - 866 Violet Dr		
Bybee, Gary	QH07 - 855 Mahogany		
Cannon, Jonathan	QH18 - 838 Violet Dr		
Carter, Layne	QH64 - 835 Sapphire St		
Chournos, Nick	QH56 - 861 Sapphire St		
Christensen, McCall	PH5 - 784 Sage Dr		
Cloninger, Cindy	QH08 - 865 Mahogany		
Connelly, Kirt	QH53 - 874 Sapphire St		
Cox, Jamie	PH6 - 782 Sage Dr		
Daems, Jeff	QH23 - 858 Violet Dr		
Dickson, Larry	QH39 - 730 Dani Way		
Duncan, Michelle	QH67 - 707 Dani Way		
Evans, Lorna	QH52 - 870 Sapphire St		
Fearn, Cody	QH65 - 831 Sapphire St		
Gates, Ron	PH4 - 798 Sage Dr		
Gilgen, Lesa	PH12 - 799 Sage Dr		
Greene, Daniel	QH10 - 885 Mahogany		
Hales, Cristopher	QH44 - 838 Sapphire St		

Hauber, Brian	QH17 - 834 Violet Dr		
Heiner, Janet	QH06 - 755 Mahogany	<i>Janet Heiner</i>	
Henriod, Dorothy	PH13 - 793 Sage Dr		
Jarvis, Denton	QH48 - 854 Sapphire St		
Jensen, Kai	QH01 - 705 Mahogany		
Jex, Kurt	QH04 - 735 Mahogany		
Largent, Trudy	PH15 - 783 Sage Dr		
Larson, Timothy	QH24 - 862 Violet Dr		
Lowder, Wendy	QH29 - 857 Violet Dr		
Lowe, Cary	QH27 - 849 Violet Dr		
Lynn, Brenda	QH26 - 845 Violet Dr		
McCain, Andrew	QH42 - 827 Violet Dr		
Middaugh, Landon	QH59 - 851 Sapphire St	<i>Landon Middaugh</i>	
Millar, John	QH36 - 760 Dani Way		
Morgan Development	QH60 - 847 Sapphire St		
Morgan Development	QH61 - 845 Sapphire St		
Morgan Development	QH62 - 843 Sapphire St		
Morgan Development	QH63 - 839 Sapphire St		
Morley, Jeremy	QH13 - 850 Great View Dr		
Moser, Kyle	QH37 - 750 Dani Way		
Murray, Michelle	QH47 - 850 Sapphire St		
Neel, Sandra	PH14 - 785 Sage Dr		
Oldham, Karena	QH21 - 850 Violet Dr		
Orr, James	PH1 - 806 Mahogany		
Pells, Ed	QH66 - 717 Dani Way		
Peterson, Dennis	QH11 - 830 Great View Dr		
Potter, Raymond	QH02 - 715 Mahogany		
Powers, Melissa	PH9 - 785 Sunset Dr	<i>MP</i>	
Preece, Cyler	QH14 - 860 Great View Dr		
Rees, Jamison	PH8 - 805 Clover Way	<i>Jamison Rees</i>	
Rindlesbach, Ken	QH34 - 755 Dani Way		
Rindlesbach, Ken 1	QH35 - 745 Dani Way		

Rindlesbach, Jason 2	QH55 - 865 Sapphire St		
Rindlesbach, Jason 3	QH54 - 869 Sapphire St		
Rohbock, Joseph	PH3 - 818 Mahogany		
	QH43 - 834 Sapphire St		
Simpson, Thomas	QH45 - 842 Sapphire St		
Taylor, Jonathon	QH19 - 842 Violet Dr		
Tesch, Bryan	QH03 - 725 Mahogany		
Thorpe, Josh	QH33 - 873 Violet Dr		
Twin Cove Apartments	QH40 - 720 Dani Way		
Ure, Kent	QH 50 - 862 Sapphire St		
Ure, Kent 1	QH51 - 866 Sapphire St		
VanAusdale, Jill	QH15 - 870 Great View		
Vinje, Michael	QH12 - 840 Great View Dr		
Wallentine, Christina	QH05 - 745 Mahogany		
Walley, Shannon	QH28 - 853 Violet Dr		
Warr, Brent	PH10 - 795 Sunset Dr		
Watson, Paul	QH31 - 865 Violet Dr		
Welker, Jacob	PH7 - 815 Clover Way		
Wheeler, Laura	QH41 - 710 Dani Way		
Wilde, Jade	QH20 - 846 Violet Dr		
Wilde, Terry	QH32 - 869 Violet Dr		
Williams, Julie	PH2 - 812 Mahogany		
Woodard, Dean	PH11 - 830 Mahogany		

brentwarr@gmail.com

PROXY



Owner	Property	Signature	Proxy Signature
Allen, Christina	QH30 - 861 Violet Dr		
Allred, Jayme	QH22 - 854 Violet Dr		Cindy Cloninger
Anderton, Cathleen	QH46 - 846 Sapphire St		
Bauer, Parker	QH49 - 858 Sapphire St		
Bergh, Raymond	QH16 - 830 Violet Dr		
Blockston, Chris	QH38 - 740 Dani Way		Mike Scha ← File
Blonquist, Andrew	QH58 - 853 Sapphire St		Jim Muldaugh
Bowers, Joshua	PH10 - 795 Sunset Dr		Jim Muldaugh
Brewer, Nicholas	QH09 - 875 Mahogany Ridge Rd		Cindy Cloninger
Butcher, Brian	QH57 - 857 Sapphire St		
Butcher, Lauri	QH25 - 866 Violet Dr		
Bybee, Gary	QH07 - 855 Mahogany Ridge Rd		
Cannon, Jonathan	QH18 - 838 Violet Dr		
Carter, Layne	QH64 - 835 Sapphire St		
Chournos, Nick	QH56 - 861 Sapphire St		Jim Muldaugh
Christensen, McCall	PH5 - 784 Sage Dr		
Cloninger, Cindy	QH08 - 865 Mahogany Ridge Rd		
Connelly, Kirt	QH53 - 874 Sapphire St		
Cox, Jamie	PH6 - 782 Sage Dr		
Daems, Jeff	QH23 - 858 Violet Dr		
Dickson, Larry	QH39 - 730 Dani Way		
Duncan, Michelle	QH67 - 707 Dani Way		
Evans, Lorna	QH52 - 870 Sapphire St		
Fearn, Cody	QH65 - 831 Sapphire St		
Gates, Ron	PH4 - 798 Sage Dr		
Gilgen, Lesa	PH12 - 799 Sage Dr		Cindy Cloninger
Greene, Daniel	QH10 - 885 Mahogany Ridge Rd		Cindy Cloninger
Hales, Cristopher	QH44 - 838 Sapphire St		Jim Muldaugh
Hauber, Brian	QH17 - 834 Violet Dr		Jim Muldaugh
Heiner, Janet	QH06 - 755 Mahogany Ridge Rd		Jim Muldaugh
Henriod, Dorothy	PH13 - 793 Sage Dr		Jim Muldaugh
Jarvis, Denton	QH48 - 854 Sapphire St		
Jensen, Kai	QH01 - 705 Mahogany Ridge Rd		
Jex, Kurt	QH04 - 735 Mahogany Ridge Rd		
Largent, Trudy	PH15 - 783 Sage Dr		Cindy Cloninger
Larson, Timothy	QH24 - 862 Violet Dr		
Lowder, Wendy	QH29 - 857 Violet Dr		
Lowe, Cary	QH27 - 849 Violet Dr		

PROXY



Lynn, Brenda	QH26 - 845 Violet Dr		Cindy Cloninger
McCain, Andrew	QH42 - 827 Violet Dr		
Middaugh, Landon	QH59 - 851 Sapphire St		
Millar, John	QH36 - 760 Dani Way		
Morgan Development	QH60 - 847 Sapphire St		
Morgan Development	QH61 - 845 Sapphire St		
Morgan Development	QH62 - 843 Sapphire St		Cindy Cloninger
Morgan Development	QH63 - 839 Sapphire St		
Morley, Jeremy	QH13 - 850 Great View Dr		Cindy Cloninger
Moser, Kyle	QH37 - 750 Dani Way		Mike Silva ← File
Murray, Michelle	QH47 - 850 Sapphire St		
Neel, Sandra	PH14 - 785 Sage Dr		Cindy Cloninger
Oldham, Karena	QH21 - 850 Violet Dr		
Orr, James	PH1 - 806 Mahogany Ridge Rd		
Peterson, Dennis	QH11 - 830 Great View Dr		
Potter, Raymond	QH02 - 715 Mahogany Ridge Rd		
Powers, Melissa	PH9 - 785 Sunset Dr		
Preece, Cyler	QH14 - 860 Great View Dr		
Rees, Jamison	PH8 - 805 Clover Way		
Rindlesbach, Ken	QH34 - 755 Dani Way		
Rindlesbach, Ken 1	QH35 - 745 Dani Way		
Rindlesbach, Jason 2	QH55 - 865 Sapphire St		
Rindlesbach, Jason 3	QH54 - 869 Sapphire St		
Rohbock, Joseph	PH3 - 818 Mahogany Ridge Rd		
Silva, Michael	QH66 - 717 Dani Way		
Simpson, Jim	QH43 - 834 Sapphire St		
Simpson, Thomas	QH45 - 842 Sapphire St		Tom Muldaz
Taylor, Jonathon	QH19 - 842 Violet Dr		
Tesch, Bryan	QH03 - 725 Mahogany Ridge Rd		
Thorpe, Josh	QH33 - 873 Violet Dr		
Twin Cove Apartments	QH40 - 720 Dani Way		
Ure, Kent	QH 50 - 862 Sapphire St		
Ure, Kent 1	QH51 - 866 Sapphire St		
VanAusdale, Jill	QH15 - 870 Great View		
Vinje, Michael	QH12 - 840 Great View Dr		
Wallentine, Christina	QH05 - 745 Mahogany Ridge Rd		
Walley, Shannon	QH28 - 853 Violet Dr		Cindy Cloninger
Watson, Paul	QH31 - 865 Violet Dr		
Welker, Jacob	PH7 - 815 Clover Way		

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Exhibit B - Members of the Association

All of units 1 thru 65 of Quail Ridge 1 PRUD. and the common Area.

Parcel Number	Serial Number	Address
0064-8551	06-QUAIL1-0001	705 E Mahogany Ridge Rd
0064-8713	06-QUAIL1-0002	715 E Mahogany Ridge Rd
0064-8975	06-QUAIL1-0003	725 E Mahogany Ridge Rd
0064-9137	06-QUAIL1-0004	735 E Mahogany Ridge Rd
0064-9399	06-QUAIL1-0005	745 E Mahogany Ridge Rd
0064-9541	06-QUAIL1-0006	755 E Mahogany Ridge Rd
0064-9703	06-QUAIL1-0007	855 E Mahogany Ridge Rd
0064-9965	06-QUAIL1-0008	865 E Mahogany Ridge Rd
0065-0197	06-QUAIL1-0009	875 E Mahogany Ridge Rd
0065-0359	06-QUAIL1-0010	885 E Mahogany Ridge Rd
0065-0501	06-QUAIL1-0011	830 N Great View Dr
0065-0763	06-QUAIL1-0012	840 N Great View Dr
0065-0925	06-QUAIL1-0013	850 N Great View Dr
0065-1187	06-QUAIL1-0014	860 N Great View Dr
0065-1349	06-QUAIL1-0015	870 N Great View Dr
0065-1591	06-QUAIL1-0016	830 N Violet Dr
0065-1753	06-QUAIL1-0017	834 N Violet Dr
0065-1915	06-QUAIL1-0018	838 N Violet Dr
0065-2177	06-QUAIL1-0019	842 N Violet Dr
0065-2339	06-QUAIL1-0020	846 N Violet Dr
0065-2581	06-QUAIL1-0021	850 N Violet Dr
0065-2743	06-QUAIL1-0022	854 N Violet Dr
0065-2905	06-QUAIL1-0023	858 N Violet Dr
0065-3167	06-QUAIL1-0024	862 N Violet Dr
0065-3329	06-QUAIL1-0025	866 N Violet Dr
0065-3571	06-QUAIL1-0026	845 N Violet Dr
0065-3733	06-QUAIL1-0027	849 N Violet Dr
0065-3995	06-QUAIL1-0028	853 N Violet Dr
0065-4157	06-QUAIL1-0029	857 N Violet Dr
0064-8480	06-QUAIL1-0030	861 N Violet Dr
0064-8632	06-QUAIL1-0031	865 N Violet Dr
0064-8894	06-QUAIL1-0032	869 N Violet Dr
0064-9056	06-QUAIL1-0033	873 N Violet Dr
0064-9218	06-QUAIL1-0034	755 E Dani Way
0064-9470	06-QUAIL1-0035	745 E Dani Way
0064-9622	06-QUAIL1-0036	760 E Dani Way
0064-9884	06-QUAIL1-0037	750 E Dani Way
0065-0016	06-QUAIL1-0038	740 E Dani Way
0065-0278	06-QUAIL1-0039	730 E Dani Way
0065-0430	06-QUAIL1-0040	720 E Dani Way
0065-0682	06-QUAIL1-0041	710 E Dani Way
0065-0844	06-QUAIL1-0042	827 N Violet Dr
0065-1006	06-QUAIL1-0043	834 N Sapphire St
0065-1268	06-QUAIL1-0044	838 N Sapphire St
0065-1420	06-QUAIL1-0045	842 N Sapphire St

0065-1672
0065-1834
0065-2096
0065-2258
0065-2410
0065-2662
0065-2824
0065-3086
0065-3248
0065-3400
0065-3652
0065-3814
0065-4076
0065-4238
0065-4319
0065-4561
0065-4723
0065-4985
0065-5147
0065-5309
0065-2410
0073-7732
0064-8309

06-QUAIL1-0046
06-QUAIL1-0047
06-QUAIL1-0048
06-QUAIL1-0049
06-QUAIL1-0050
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06-QUAIL1-0058
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06-QUAIL1-0061
06-QUAIL1-0062
06-QUAIL1-0063
06-QUAIL1-0064
06-QUAIL1-0065
04-QUAIL1-0066
06-QUAIL1-0067
06-QUAIL1-CA

846 N Sapphire St
850 N Sapphire St
854 N Sapphire St
858 N Sapphire St
862 N Sapphire St
866 N Sapphire St
870 N Sapphire St
874 N Sapphire St
869 N Sapphire St
865 N Sapphire St
861 N Sapphire St
857 N Sapphire St
853 N Sapphire St
851 N Sapphire St
847 N Sapphire St
845 N Sapphire St
843 N Sapphire St
839 N Sapphire St
835 N Sapphire St
831 N Sapphire St
717 E Dani Way
707 E Dani Way
COMMON AREA

Ent 133956 Bk 0317 Pg 0606

Ent 133955 Bk 0317 Pg 0570

Ent 124047 Bk 0293 Pg 0748

Parcel Number	Serial Number	Address	Owner
0068-4503	080-06-QRIDG1-0001	806 E Mahogany Ridge	<u>James D. Orr</u> James D Orr
0068-4765	081-06-QRIDG1-0002	812 E Mahogany Ridge	<u>Deborah A Williams</u> Deborah A Williams
0068-4927	081-06-QRIDG1-0003	818 E Mahogany Ridge	<u>Robert J Opheikens</u> Robert J Opheikens
0068-5189	798-06-QRIDG1-0004	798 N Sage Dr	<u>Ronald L Gates</u> Ronald L Gates
0068-5341	784-06-QRIDG1-0005	784 N Sage Dr	<u>Frank Leroy Williams</u> Frank Leroy Williams
0068-5593	782-06-QRIDG1-0006	782 N Sage Dr	<u>Mount Joy LLC</u> Mount Joy LLC
0068-5755	815-06-QRIDG1-0007	815 E Clover Way	<u>Bobby Jo Winn</u> Bobby Jo Winn
0068-5917	805-06-QRIDG1-0008	805 E Clover Way	<u>Iyson Holt</u> Iyson Holt
0068-6179	785-06-QRIDG1-0009	785 N Sunset Dr	<u>Melissa A Powers</u> Melissa A Powers
0068-6331	795-06-QRIDG1-0010	795 N Sunset Dr	<u>Federal National Mortgage</u> Federal National Mortgage
0068-6583	083-06-QRIDG1-0011	830 Mahogany Ridge	<u>Robert G Slone</u> Robert G Slone
0068-6745	799-06-QRIDG1-0012	799 N Sage Dr	<u>Lesa Gilgen</u> Lesa Gilgen
0068-6907	793-06-QRIDG1-0013	793 N Sage Dr	<u>Dorothy Henriod</u> Dorothy Henriod
0068-7169	785-06-QRIDG1-0014	785 N Sage Dr	<u>Sandra R Neel</u> Sandra R Neel
0068-7321	783-06-QRIDG1-0015	783 N Sage Dr	<u>Braden Ellis</u> Braden Ellis

Ent 133956 Bk 0317 Pg 0607 Ent 121299 Bk 0287 Pg 0393 Ent 124047 Bk 0293 Pg 0746
Ent 133955 Bk 0317 Pg 0571

