

**THIRD AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
for
REUNION VILLAGE
(A PLANNED UNIT DEVELOPMENT)**

THIS THIRD AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR REUNION VILLAGE, A PLANNED RESIDENTIAL UNIT DEVELOPMENT (this "Declaration") is hereby adopted by Reunion Village Property Owners Association ("Association")¹, 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 August 27, 1998, a Plat Map depicting the Reunion Village P.U.D. ("Plat") was recorded in the Salt Lake County Recorder's Office as Entry No. 7070190.

(C) On or about July 12, 1999, a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Reunion Village, a Planned Unit Development, ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office, as Entry No. 7409458.

(D) On or about June 1, 2004, an Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Reunion Village, a Planned Unit Development ("Amended and Restated Declaration"), was recorded in the Salt Lake County Recorder's Office as Entry No. 9077604.

(E) On or about March 27, 2012, an Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Reunion Village Property Owners Association, a Planned Unit Development ("Second Amended and Restated Declaration"), was recorded in the Salt Lake County Recorder's Office as Entry No. 11357805.

(F) 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,

¹ Also known as or referred to as Reunion Village Homeowners Association.

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.

(G) 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.

(H) 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 Reunion Village Property Owners Association (“Articles”) with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(I) 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 Reunion Village Property Owners Association, a copy of which is attached hereto as **Exhibit “B”** (“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, including the Original Bylaws, 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

(J) Pursuant to the Article XV, Section 4 of the Second Amended Declaration, Owners of record holding not less than fifty-one percent (51%) of the total membership of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles. Further, pursuant to Utah Code 57-8a-210, the requisite lender approval was obtained.

By signing below, the Board hereby certifies that the above-described approval was obtained.

(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 All personal pronouns used in this document, whether used in the masculine, feminine or neuter gender, shall include all other genders. 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 REUNION VILLAGE PROPERTY OWNERS ASSOCIATION and as the context requires, the officers or directors of that Association. The Association is also known as or referred to as Reunion Village Homeowners Association.

(F) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of the Association.

(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 South Jordan, Utah and its appropriate departments, officials and committees.

(I) “Common Area” shall mean those areas identified as Common Area on the Plat or in this Declaration, including without limitation: clubhouse, pool, any community recreation facilities, community landscaped areas, private roadways, gates, walkways, private alleys, visitor parking, Subdivision perimeter fence, and drainage areas and systems which are owned by the Association for the common use and enjoyment of all the Owners.

(J) "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; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act

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

(L) "Declaration" shall mean this Third Amended & Restated Declaration of Covenants, Conditions and Restrictions for Reunion Village, A Planned Unit Development, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Dwelling" shall mean and refer to the Single Family detached residences within the Subdivision and located on a Lot, which are all designed and intended for use and occupancy as a resident by a single family.

1. "Single Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not so related that maintain a common household in a residence on a Lot.

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

(O) "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.

(P) "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.

(Q) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project, including any Dwelling or Improvement constructed

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 who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee simple or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time.

(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 Reunion Village, A Planned Unit Development 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, alleys, 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 Reunion Village, A Planned Unit Development 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 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/occupant 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.

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 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 and 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 and Lots where applicable.

(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 ACC 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.

(g) The right of the Association to reasonably limit the number of guests of Owners using the Common Area Facilities and the frequency thereof.

(h) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof, including, but not limited to, the right and obligations of the Association to enforce all parking restrictions within the Common Area.

(i) The right of the Association to charge uniform and reasonable admission

and other fees for the use of the recreational facilities, if any, situated upon a portion of the Common Area; provided, however, that none of the Common Area facilities, recreational facilities, parking spaces or other amenities in the Property shall be leased to the owners or any other parties.

(j) Except for the right of ingress and egress to an Owner's Lot, the Association shall have the right to suspend the voting rights and right to use the Common Area facilities by an Owner for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed ninety (90) days for any single infraction of the published rules and regulations of the Association.

(k) The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective, unless pursuant to an instrument signed by 67% of the Members of the Association.

(l) The Association has the right (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish or standard of construction of such Improvement, or of the general improvements within the Property, as the case may be; and not in accordance with such original design, finish or standard of construction, only with the vote or written consent of seventy-five percent (75%) of the Members of the Association.

(m) The Association has the right to replace destroyed trees, shrubs and ground cover upon any portion of the Common Areas or front yard (defined to include front and side yards in front of fence and gate leading to rear yard of Lot). The Association, following notice, may also replace trees, shrubs and ground cover in rear yards at Owner's expense.

(n) Any Owner may assign, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in his Dwelling, subject to reasonable regulation by the Board.

(o) Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot or other property owned by him, from the liens and charges thereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon, or by abandonment of his Lot or any other property in the Property.

(p) Easements for Parking. The Association may adopt rules governing parking in the community.

ARTICLE III
COMMON AREAS, DWELLINGS & MAINTENANCE RESPONSIBILITIES

3.1 Maintenance of Common Areas. The Association, or its duly designated agent, shall maintain all Common Areas in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate. Nothing shall be altered, constructed on, or removed from the Common Area except upon the written consent of the Board.

(a) Landscape. The Association shall perform general landscaping maintenance of the Common Areas and the front yards of the Lots (defined to include front and side yards that are in front of fence and gate leading to rear yard of Lot). The Association will maintain the sprinkler system in the entire Project. Notwithstanding, Owners (and their residents, tenants and guests) are responsible for any damage that they cause to the sprinkler system. Landscaping by the Association will generally include mowing, edging, blowing of grass, raking and disposal of leaves. The Association will provide the maintenance of trees and bushes in the front yard. Owner must obtain ACC approval for any material change in landscaping in the rear yards. Owners must obtain ACC approval for any visible change or modification of landscaping in the front yards. The Association may adopt further specific landscaping requirements, allowances, approvals, and maintenance in rules and policies.

(b) Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from sidewalks, driveways and relevant Common Areas within the Project. Owners shall be responsible for removing snow from porch/patio areas, and other applicable areas on their Dwelling. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation.

3.2 Association's Responsibility for Maintenance of Dwellings. None.

3.3 Owner's Responsibility for Maintenance of Dwellings. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace all Improvements on the Lot, including the Dwelling and related components in good order and repair, uncluttered at all times in order to preserve and enhance the enjoyment of the Project, and as further set forth in this Declaration.

3.4 Fencing. Any fencing within the Lot must receive prior written approval from the ACC and 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 their lot. Owners remain responsible for fencing on their Lot, including any boundary, dividing fence, side or rear yard fencing. (The Association remains responsible for community perimeter fencing).

3.5 Repairs by Association. In the event that an Owner permits his Dwelling 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 15 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 Dwelling 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, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Dwelling 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 Dwelling in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

3.6 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 Board, 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 Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Dwelling 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.

3.7 Alterations of Exterior Appearance & Dwellings.

(a) Architectural Control Committee ("ACC"). An Architectural Control Committee may be appointed by the Board 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.

(b) Guidelines. Under the direction of the Board, the ACC may adopt Design Guidelines governing Improvements or remodeling in the Subdivision.

(c) 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.

(d) 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.

(e) Modifications. Without prior, written approval from the ACC, an Owner may not make any visible repairs, modifications or alterations to any part of the exterior of a Dwelling. This provision is not intended to prevent an owner from interior remodeling, decorating, painting, or conducting similar activities without the prior written permission of the Board. The Board may require that such modification or repairs be made in a particular manner and with qualified persons to maintain conformity within the Project and be Harmonious with existing Improvements on the Property.

- a. Without prior approval of the ACC, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling.
- b. All remodeling and other repairs and modifications to Dwellings must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.
- c. The Association may require indemnification agreements from an Owner with respect to any approved modification that impacts the roof of other shared components.

ARTICLE IV MEMBERSHIP & VOTING

4.1 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 Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

4.2 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 V HOMEOWNER ASSOCIATION

5.1 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.

5.2 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; (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.

5.3 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) Lot Type Assessments. Assessments for homeowners living in Gathering Place shall be made at a rate higher than other homeowners which rate will be representative of the larger lots in Gathering Place.

(b) All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Dwelling 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 Dwelling at the time the assessment falls due. No Owner may exempt himself or his Dwelling from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Dwelling. In a voluntary conveyance of a Dwelling, 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 Dwelling at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

(c) 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.

(d) Individual Assessment. In addition, the Association may levy individual assessments on every Dwelling, 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 Dwelling(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.

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

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

5.4 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.

5.5 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.

5.6 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.

5.7 Reinvestment Fee Covenant. A one-time reinvestment fee shall be paid to the Association when a change in ownership or transfer of a Dwelling occurs in the amount of \$400, unless a different amount is established by Board from time to time, which shall be paid to the Association at the time of transfer. The existence of this Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property and the Association by facilitating the maintenance of the Common Areas, facilities and/or Association expenses and improvements.

5.8 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.

5.9 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.

5.10 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 the community.

5.11 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.

ARTICLE VI NONPAYMENT OF ASSESSMENTS & ENFORCEMENT

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Attorney Fees. In addition to the recovery of costs and attorney fees for Assessments, 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).

6.8 Subordination of Lien to Institutional First & Second Mortgages. 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 VII USE LIMITATIONS & RESTRICTIONS

7.1 Single Family Residences, Business or Commercial Activity. Each Lot shall be used as a residence for a single family use. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose, other than a home office permitted under applicable zoning. Home offices may not require heavy equipment, create a nuisance or unreasonably increase the traffic flow to the Subdivision. Any visible outbuildings constructed on any Lot must receive approval from the Architectural Control Committee, and nothing shall be placed upon or attached to the roof of any home constructed on a Lot, except for approved solar panels, as further set forth in the Governing Documents.

7.2 Nuisances. No noxious or offensive activity (including but not limited to the major repair of motor vehicles) shall be carried on, in or upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the Governing Documents if any noise, odor or activity producing such noises, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, evaporative coolers shall be located, used

or placed on any portion of the Property, or exposed to the view of other Owners without prior written approval by the ACC.

7.3 Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Lot with the exception of one "for sale" sign of reasonable size that may only be posted in a window of the home for sale.

7.4 Pets and Other Animals. No barn, coop, shed, or outbuilding of any type shall be constructed, kept, maintained or permitted for the purposes of housing pigs, cows, sheep, goats, horses, poultry or other livestock at any place within the limits of the Property. Each Lot Owner may keep and maintain three (3) common household pets.. If an Owner takes a pet, or pets, outside of Owner's own Lot, the Owner shall be responsible for immediately collecting any and all fecal droppings and disposing of them in an appropriate container on Owner's own premises. All pets must be kept on a leash outside the Owner's Lot. The Owner is solely responsible for any injury or damage caused by their pets.

7.5 Parking. Parking shall be in accordance with any instructions set forth on Association parking signs or warnings. The Board may adopt Rules governing parking within the Property.

7.6 Rubbish. No garbage or rubbish shall be stored or allowed to accumulate any where on the Property, except in sanitary containers and at such locations as the Board shall determine from time to time, as further set forth in the Rules.

7.7 Front Window Treatment. No blinds, draperies, or other window coverings or treatments shall be permitted with respect to Dwelling windows which face any road, whether public or private, except those which are conservative in style and neutral in color or otherwise approved by the ACC.

ARTICLE XIII RENTAL/LEASE RESTRICTIONS

8.1 Short Term Rentals Prohibited. Daily, nightly, weekly, or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Dwellings shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national, or local providers.

8.2 Entire Dwelling. An Owner may not lease, for an otherwise qualifying Dwelling, less than the entire Dwelling.

8.3 Initial Residency. Prior to being eligible to lease a Unit, an Owner must reside in the Unit for 12 months before leasing an otherwise qualifying Dwelling.

8.4 Term. Any lease or agreement, for an otherwise qualifying Dwelling, must be in

writing, must be for an initial term of at least twelve months.

8.5 Lease Agreement. A copy of any lease or agreement, for otherwise qualifying Dwelling, shall be delivered to the Association prior to occupation of the Dwelling by the non-owner and should 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, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

8.6 Owner Liability & Appointment. 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, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer or similar such action, with the purpose of evicting/removing the offending non-owner occupant. The Association, Board, and the Manager 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, 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 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.

8.7 Existing Rental Dwellings. As of the date of this recording, there is one (1) Existing Rental Dwelling, whose address is: 1486 W. Homecoming Avenue, South Jordan, Utah, 84095, (collectively "Existing Rental Dwelling"). The ability to lease an Existing Rental Dwelling expires upon the sale or transfer of ownership of said Dwelling, or if an Owner re-occupies the Dwelling.

8.8 Qualified Rental Dwellings. In addition to the Dwellings identified in **Article 8.7**, the following Dwellings may be non-owner-occupied Dwellings:

- (a) An Owner in the military for the period of the Owner's deployment;
- (b) A Dwelling occupied by an Owner's parent, child, or sibling;
- (c) An Owner whose employer has relocated the Owner for less than two years.
- (d) 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: (1) the estate of a current resident of the Dwelling, or (2) The parent, child, or sibling of the current resident of the Dwelling.
- (e) An Owner that: (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.

8.9 Rental Restriction. With the exception of the Existing Rental Dwellings and Qualified Rental Dwellings, non-owner occupancy, renting or leasing of a Dwelling in the Property is strictly prohibited (whether pay or not).

8.10 Rules & Enforcement. The Association may adopt Rules requiring the 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. The Association may adopt other reasonable administrative provisions and rules as it deems appropriate to enforce, the requirements of this Declaration. Violations of the provisions of this Article shall result in the imposition of a fines and/or other legal action, as allowed by the Declaration and Utah Community Association Act.

ARTICLE IX INSURANCE

9.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration or 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.

9.2 Property Insurance.

(a) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by such policy 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.

(b) Insurance Deductible. The Association shall maintain 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.

(c) Right Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board 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.

9.3 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.

9.4 Directors and Officers Insurance. The Association shall obtain Directors and Officers liability insurance protecting the Board, 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). The policy should include (if available):

- (a) Coverage for volunteers;
- (b) Coverage for monetary and non-monetary claims;
- (c) 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) Coverage for defamation. 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.

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

9.6 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.

9.7 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.

9.8 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.

9.10 Owners' Individual Coverage. EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Condemnation. Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation), the Board may act on behalf of the Association in negotiating and completing such transaction.

10.2 Damage & Destruction. 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.

(a) 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.

(b) 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.

(c) 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.

10.3 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.

10.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Lot, 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.

10.5 No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Property that the Association and the Board have not made any representations or warranties of any kind related to the Property and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Property.

10.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration and the Plat; the Articles; Bylaws, and then the Rules.

10.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the total eligible votes. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

10.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Lot in the Property is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

10.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

10.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Property. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

10.11 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.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought 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.

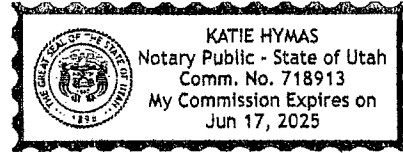
(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

10.12 Dispute Resolution. With the exception of enforcement of past due Assessments, all disputes relating to this Declaration shall be resolved first by mediation, with mediation cost shared equally by the parties before legal action is commenced. All claims not resolved by mediation may be resolved by arbitration in accordance with the Revised Utah Arbitration Act or through state courts.

REUNION VILLAGE PROPERTY OWNERS ASSOCIATION

Pamela Freeze
By:
Its: President

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



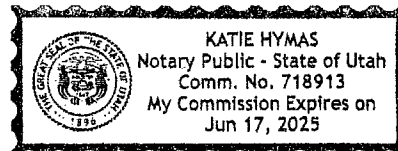
On this 25 day of February, 2022, personally appeared before me Pamela Freeze, who being by me duly sworn, did say that he/she is the President of the Reunion Village Property Owners Association, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

REUNION VILLAGE PROPERTY OWNERS ASSOCIATION

James Dale Malone
By:
Its: Board Member

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



On this 25 day of February, 2022, personally appeared before me James Malone, who being by me duly sworn, did say that he/she is the President of the Reunion Village Property Owners Association, 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.

[Signature]
Notary Public

Exhibit "A"
Legal Description

All of Lots 101 through 197, REUNION VILLAGE P.U.D, including common areas, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Tax I.D. Nos. 27-10-428-001 – 007

Tax I.D. Nos. 27-10-453-001 – 046

Tax I.D. Nos. 27-10-476-022 - 068

Exhibit "B"

**AMENDED & RESTATED BYLAWS OF
REUNION VILLAGE PROPERTY OWNERS ASSOCIATION**

The following are the Amended & Restated Bylaws of Reunion Village Property Owners Association ("Bylaws"), a Utah nonprofit corporation (the "Association")¹. These Bylaws shall replace any prior bylaws, whether or not recorded, including the unrecorded Bylaws dated March 26, 2012, as amended, 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.

RECITALS

- (A) The initial Bylaws were adopted on May 26, 2012 ("Enabling Bylaws").
- (B) Pursuant to Article XII of the Enabling Bylaws, these Bylaws were approved and adopted by a majority of a quorum of the Board of Directors.²

CERTIFICATION

By signing below, the Board of Directors ("Board") hereby certifies that the above-described approval was obtained, approving and consenting to the recording of these Bylaws.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All personal pronouns used in this document, whether used in the masculine, feminine or neuter gender, shall include all other genders. Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Bylaws, 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.

¹ Also known as or referred to as Reunion Village Homeowners Association.

² Board of Directors shall be synonymous with "Board of Trustees".

- (D) "Articles" shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.
- (E) "Association" shall mean REUNION VILLAGE PROPERTY OWNERS ASSOCIATION and as the context requires, the officers or directors of that Association. The Association is also known as or referred to as Reunion Village Homeowners Association.
- (F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of the Association.
- (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 South Jordan, Utah and its appropriate departments, officials and committees.
- (I) "Common Area" shall mean those areas identified as Common Area on the Plat or in this Declaration, including without limitation: clubhouse, pool, any community recreation facilities, community landscaped areas, private roadways, gates, walkways, private alleys, visitor parking, Subdivision perimeter fence, and drainage areas and systems which are owned by the Association for the common use and enjoyment of all the Owners.
- (J) "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; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.
- (K) "County" shall mean Salt Lake County, Utah and its appropriate departments, officials and committees.
- (L) "Declaration" shall mean this Third Amended & Restated Declaration of Covenants, Conditions and Restrictions for Reunion Village, A Planned Unit Development, together with any subsequent amendments or additions through subsequent recording amendments or supplements.
- (M) "Dwelling" shall mean and refer to the Single Family detached residences within the Subdivision and located on a Lot, which are all designed and intended for use and occupancy as a resident by a single family.
 - 1. "Single Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not so related that maintain a common household in a residence on a Lot.

- (N) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.
- (O) "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.
- (P) "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.
- (Q) "Lot" shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project, including any Dwelling or Improvement constructed 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 who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee simple or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time.
- (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 Reunion Village, A Planned Unit Development 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, alleys, 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 Reunion Village, A Planned Unit Development 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 Declaration.

- (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 - 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, which locations may include virtual or electronically held meetings through available technology.

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 twenty-five percent (25%) of the total eligible votes in the Association. 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 ninety (90) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. 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 an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information 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. Unless otherwise specifically set forth in the Governing Documents, at any meeting of Owners, in person or by proxy, thirty percent (30%) of the homeowners shall comprise a quorum at a properly noticed meeting. If 30% is not obtained at such meeting, the Board may postpone and reschedule a new meeting date within 30 days and those in attendance at the subsequently scheduled meeting shall constitute a quorum. Only an electronic notice of the subsequently scheduled meeting is required to be provided for those Owners that have provided an electronic email or number for communications. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

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 proxy form provided with any notice of meeting may also provide additional requirements and a deadline to return proxies. Every proxy shall be revocable

and shall automatically terminate upon conveyance by the Owner of his Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

- (a) **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 without permission from the Association.

Section 2.7 Action Taken Without a Meeting. Under the Direction of the Board, any action that may be taken at any annual or special meeting of Owners 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 Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

Section 2.8 Voting Eligibility. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days in advance of the meeting, ballot or vote shall be deemed in good standing and eligible to vote.

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 three (3) individuals ("Board"). Directors shall serve for a term of two years. Following adoption of these Bylaws, the Board shall identify one of the three Directors to serve for a one-year term with the other Directors serving a two-year term. Thereafter, all Directors elected shall serve for a two-year term. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners or an Owners' spouse or legal partner that utilizes their Unit as their primary residence. 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 actual and approved expenses incurred in the performance of his duties.

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 the 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 shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. 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, Owners from the floor at the annual meeting, or pursuant to other written notice and procedures established by the Board

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 as determined by the Board. All notices shall be provided by mail, email or other electronic means. 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, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. 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 a valid 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.

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 Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **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 without authorization from the Board.

Section 5.5 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 the Directors. Any action so approved shall have the same effect as though taken at a 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 Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. Unless modified by the Board, the officers of this Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may designate.

Section 7.2 Selection of Officers. The selection and appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. 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 may be removed by the Board 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 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

ARTICLE VIII - COMMITTEES

Section 8.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. 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 IX – MISCELLANEOUS

Section 9.1 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 attended the meeting and no objection to the particular procedural issue was made at the meeting;
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting; or
- (c) 12 months following the meeting.

Section 9.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

Section 9.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done intentionally in violation of the Governing Documents or Utah law.

Section 9.4 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.

Section 9.5 Amendment. Any amendment to these Bylaws shall require the unanimous consent of the Board or the consent of at least fifty-one percent (51%) of eligible Member votes, which shall be effective immediately upon recordation in the Salt Lake County Recorder, State of Utah.

DATED this 25 day of February, 2022

REUNION VILLAGE PROPERTY OWNERS ASSOCIATION

Pamela Freeze

By: _____

Its: President