

WHEN RECORDED RETURN TO:

Wheadon Glenn HOA
1442 W Wheadon Glenn CV
South Jordan, Utah 84095

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Return To: WHEADON GLENN HOA
1442 W WHEADON GLENN CVSOUTH JORDAN, UT 84095



**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
WHEADON GLENN SUBDIVISION**

This superseding Declaration of Protective Covenants, Conditions and Restrictions (CC&Rs) and HOA Bylaws (exhibit B) for Wheadon Glenn Subdivision; herewith replaces and consolidates the original CC&Rs and HOA bylaws in place during the two buildout phases of the Wheadon Glenn Subdivision, a Planned Unit Development, is made and executed as of this 15th day of June, 2022, by the Wheadon Glenn Homeowners Association, Inc., a Utah Nonprofit Corporation (hereinafter referred to as "Association"). Notwithstanding the following, any variance, modification, change, or exception granted by the developer to the original purchaser of a residence within the Association is hereby grandfathered into this declaration:

SUBMISSION

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

ALL OF LOTS 101-112 and 201-214 (26 in total) Wheadon Glenn Subdivision, as the same is identified in the Record of Plat Maps in Salt Lake County Recorder's Office.

Together with the use and enjoyment of the private road and common areas within Wheadon Glenn Subdivision, as set forth on the recorded plat.

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

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

ARTICLE I RESIDENTIAL AREA COVENANTS

Each Lot in the subdivision shall be subject to the following requirements and restrictions, which are intended to ensure an environmentally sound and aesthetically pleasing development in Wheadon Glenn, in harmony with the natural environment and with itself.

GENERAL GUIDELINES

1. Planned Use and Building Type. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than detached single family dwellings, not to exceed two stories above street level with a private garage for not less than two and not more than four vehicles. Each dwelling shall incorporate a covered porch, a de-emphasized garage, and a front walk that provides direct connection to the driveway, as set forth in the approved plat.

Accessory buildings may be located on any Lot if and only if all the following conditions are met:

- (a) The accessory building is located in the rear and at least 6 feet from a dwelling on an adjacent lot.
- (b) The accessory building is to be located not less than 3 feet from any property line, 10 feet from side property line and 6 feet from the main residence.
- (c) Animal shelters must comply with city ordinances as to height, size, location, and construction material. Roof and exterior material must conform to main residential requirements as described in paragraph 15 below.

2. City Approval. These restrictions and covenants do not waive the requirement for any other required public agency review or permit approval process or to any other criteria all the requirements of this declaration and any architectural guidelines. All lots, fences, common areas, dwellings, accessory buildings, and structures, together with all other elements the subdivision must comply with South Jordan City's Development Code.

3. Building Location. Building locations must conform to the requirements of the South Jordan City zoning ordinances and Development Code.

4. Subdivision of Lots. No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sub-lots with less square footage in area than the area of the lot at the time of its initial purchase.

DESIGN GUIDELINES

5. Building Envelope. All structures of every kind, including buildings, decks, and storage structures, must be located within the South Jordan City's setback limits unless a variance or other exception is approved by South Jordan City and the Association (see Article VII hereafter).

6. Site Preparation, Grading and Drainage. Each Owner is strongly encouraged to preserve the existing topography. Any grading should be done to maintain the existing terrain using natural rounded and varied contours. Grading should be directed, naturally, to the drainage system. Exposed drainage pipe must be avoided. Erosion is to be controlled to protect and retain any exposed earth.

7. Access Drives. The graded or paved surface of any access drive may not exceed 35 feet in width. Placement of the access drive shall leave a minimum of five (5) feet of yard or landscaping between the access drive the nearest side property line. The location of the Drive and proposed driving surface are subject to approval by the Association.

8. Garage; Parking. Each site must have an enclosed garage designed for at least two (2) cars.

9. Fences and Walls. Back and rear side yard and patio/courtyard sight screens shall be constructed only upon approval of the Association. Fencing must be vinyl, white in color and six feet in height. There shall be no front yard fencing, meaning between the structure and the street. Side yard fences shall not extend beyond the front line of the house and/or garage. Side yard access gates shall be no more than three (3) feet wide. Fences should be placed to be as unnoticeable as possible, and vegetation should be used to mask fences where appropriate.

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

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

ARCHITECTURAL DESIGN

12. Style. Each residential structure shall be of a traditional design. No contemporary or geodesic-style homes shall be permitted.

13. Design Guidelines. The minimum total floor area, finished and unfinished, of any home shall be 3,400 square feet (excluding the garage, porch, balcony, patio, and deck).

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

15. Roofs. No structure shall utilize or incorporate a flat roof. Each roof shall have a minimum 6/12 pitch. Each structure shall use architectural-grade 25-year asphalt shingles, or higher, roofing materials. Roofing materials allowed are architectural grade shingles, fire retardant wood shake, slate, or tile. Roof colors shall be earth tones or black. White, bright, and reflective materials are prohibited from roofs.

16. Foundations. Visible surfaces of concrete masonry on concrete foundation walls and piers may not exceed six (6) inches above finish grade unless they are faced with approved exterior materials.

17. Garages. Each residence must have an enclosed garage for at least two (2) cars. Carports of any kind are prohibited.

18. Exterior Materials. The exterior construction of structures shall generally blend in and be compatible with surrounding area and shall consist of stucco and masonry. Each home shall have a minimum square footage of masonry wall surface equal to two feet (2') times (x) the entire perimeter (also expressed in feet) of the structure's foundation and shall consist of brick or stone. All front elevations shall be 50% brick or stone with balance of concrete fiber board.

19. Prefabricated Buildings. No building that is constructed off-site and requires transportation to any lot, in whole or in partial assembly, will be permitted without the written consent of the Association. No mobile homes will be permitted to be placed or stored on any building lot.

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

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

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

23. Antennae. All television or radio antennae are restricted to the attic or interior of the residence. Satellite dish antennae shall be allowed provided they are screened from street view. Amateur radios, CBs, and other electronic systems may not interfere with or affect another resident's use of internet, television, radio, telephone, or other electronic equipment.

24. Pools, Spas, Fountains, Game Courts. Pools, spas, fountains, and game courts shall be located to avoid impacting adjacent properties with light or sound. Pool heaters and pumps must be screened from view and sound-insulated from neighboring houses. Nothing herein shall be construed as permitting construction of skateboard areas and/or ramps, which structures are hereby prohibited.

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

ARTICLE II USE RESTRICTIONS AND RULES

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

1. Street Parking. The applicable fire code only allows on-street parking on one side of the street. Owners and their guests and visitors shall comply with the fire code parking restrictions at all times. In addition, on-street parking is intended for temporary visitors only. No motor vehicle, boat, recreational equipment, or any similar item may be parked, stored, or left on or next to the streets in and around the Property for more than a six (6) hour period unless written approval is granted by the Association. Subject to the requirements of paragraph 9 of Article VI hereafter, the Association may levy a fine for any violation of this paragraph of up to One Hundred Dollars (\$100.00) for each day the violation continues.

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

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

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

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

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

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

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

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

10. Only Legal Uses Permitted. No residence or lot shall be used, occupied, or altered in violation law, so as to jeopardize the support of any other residence or lot, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Area(s).

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

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

13. Governance of Leasing and Non-Owner Occupancy. Notwithstanding anything to the contrary in the Declaration or Bylaws, any leasing and Non-Owner Occupancy of a Unit shall be governed as follows:

13.1 Definitions. For the purpose of this use restrictions and rules:

1. "Unit" means a residence and lot within the Wheadon Glenn Homeowners Association.
2. "Non-Owner Occupied Unit" means:
 - a) For a Unit owned in whole or in part by a natural individual or individuals, the Unit is occupied by someone, but no individual Owner occupies the Unit as the individual Owner's primary residence; or for a Unit owned entirely by estate trust, the Unit is occupied by anyone.
 - b) "Family Member" means: The spouse, parent, child, or grandchild of an Owner.

13.2 Restriction on Leasing and Non-Owner Occupancy. Subject to the requirements in Sections 14.3 through 14.5, any Unit may be leased or Non-Owner Occupied.

13.3 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Leased or Non-Owner Occupied Units must comply with the following provisions:

1. No Owner may lease/rent and a Non-Owner Resident may not occupy any Unit for short-term occupancy for fewer than 30 consecutive days including but not limited to: hotel, Airbnb, VRBO or other transitory recurrent use (whether for pay or not).

2. In addition to the short-term lease/rent prohibition (13.3.1) any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Resident shall comply with the Declaration, the Bylaws, and the Association Rules and Regulations, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident.

3. No Owner may lease less than the entire Unit unless the Owner resides in the Unit.

4. The Board of Directors is authorized to adopt further rules, or may grant exceptions upon petition, related to leased or rented Units. Such rules may include, but are not limited to, requiring informational forms to be filled out identifying residents of leased or rented Units, including vehicles, phone numbers, etc.; an administrative fee of \$200 may be assessed each time the Non-Owner Occupancy changes to offset the cost and inconvenience of deleting and reprogramming gate codes, or any other reasonable administrative provisions it deems appropriate to enforce the requirements of this Article.

13.4 Maximum Number of Non-Owner Occupied Units. The number of Units permitted to be Non-Owner Occupied shall not exceed fifteen percent (15%) of the total Units within the Association. The Board of Directors may adopt reasonable rules and reporting procedures to track the number of Non-Owner Occupied Units to ensure consistent administration and enforcement of the leasing restrictions in this Article.

The following have exemption to lease under this subsection:

- 1) Unit Owner in the military for the period of the lot owner's deployment;
- 2) a Unit occupied by a Unit Owner's family member;
- 3) a Unit Owner whose employer has relocated the Unit Owner for no less than two years;
- 4) a Unit Owner who has relocated for church or humanitarian service for no less than 12 months;
- 5) a Unit owned by an entity that is occupied by an individual who: (A) has voting rights under the entity's organizing documents; and (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
- 6) A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for: (A) the estate of a current resident of the Unit; or (B) the spouse, parent, child, or grandchild of the current resident of the Unit.

13.5 Joint and Several Liability of Owner and Non-Owner Residents. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Declaration, Bylaws and Association Rules and Regulations and shall be jointly and severally liable for any violations thereof.

a) Remedies for Violation. If an Owner fails to comply with this Article or rents or leases a Unit in violation of this Article, the Association may assess fines or proceed with any other available legal remedies.

b) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws, and rules and regulations are assessments against the Owner.

ARTICLE III EASEMENTS

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

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

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

ARTICLE IV THE ASSOCIATION

1. Formation. The owners of each lot in the subdivision shall form an association to pay the ongoing expenses of maintaining the common areas of the subdivision, and to otherwise enforce these Restrictions. The name of the association shall be The Wheadon Glenn Homeowner's Association, a Utah non-profit corporation (the "Association").

2. Membership in the Association. Membership in the Association is appurtenant to the ownership of a lot and may not be partitioned therefrom. Each purchaser of a lot shall automatically become a member of the Association. A true and correct copy of the Association's Bylaws is attached hereto as Exhibit B.

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

ARTICLE V COMMON AREA

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

a) South Jordan City shall have the right, but not the duty, to require, and if necessary, perform at the Association's expense, landscaping, maintenance, and snow removal within the common areas if the Association fails adequately to perform such. In the event South Jordan City exercises this right, the City shall be entitled to recover any associated costs and attorney fees. In addition, the owners within this project, by virtue of purchasing a dwelling unit within this development, give South Jordan City the right, but not the duty to form, under State statutes, a Special Service District (SSD) for the purpose of ongoing maintenance or a Special Improvement District (SID) for purpose of making needed improvements within the project. South Jordan City may take this action when neither asked to take over improvements or maintenance tasks by the Homeowners Association, or by an owner. The City Council may also take one or both of these actions when it determines the need based on a historical pattern of a lack of care and maintenance. The Governing Body of any such district formed, as stated in this paragraph, shall consist of the South Jordan City Mayor, City Council, and the Homeowners Association President. This section shall not be amended or deleted without the approval of the City of South Jordan

b) All common area designated as such in the plat map, and amendments or supplements thereto, including the green, open space immediately east of the canal, on the east side of the subdivision (the "Open Space").

c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Property and intended for the common use of all owners, such as telephone, electricity, gas, water, and sewer.

2. Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of his dwelling and lot (collectively, "Lot") and to membership in the Association as set forth herein. There shall be no requirements concerning who may own a lot, it being intended that they may and shall be owned as any other property rights by persons. This is a residential community and as such the lots shall be used only for residential purposes. The Common Area shall only be used in a manner consistent with the residential nature of the Project.

3. Insurance. To the extent that such insurance is reasonably available, the Association shall provide property and liability insurance as required by Utah law for the Common Area in the Project (see Utah Code Ann 57-8a-403), subject to Utah Code Ann 57-8a-405 and 406. The Board of Directors has discretion to determine whether such insurance is readily available. Owners shall be solely responsible to maintain adequate insurance for their own respective Lots and dwellings.

ARTICLE VI

MAINTENANCE AND ASSESSMENTS

1. Maintenance. The Lots, Open Space, and Common Areas shall be maintained by the Owners and the Association as follows:

a) Open Space for purposes of Article VI and other related paragraphs within this Declaration means the property on the east side of the development, more specifically described as east of the entrance, and exit gates. The Open Space includes property owned by the Association and property owned by the South Jordan Canal Company (SJCC). The Open Space has landscaping, and a sprinkler system on the canal portion of the property for aesthetic purposes and a fence for safety purposes which sets apart the SJCC property from the rest of the Development. Association maintenance of and access to the SJCC property is controlled by the Access Easement and Maintenance Agreement between the Association and the SJCC; a copy is attached hereto as Exhibit C.

b) Area of Common Responsibility. The Association shall maintain and repair, as needed from time to time, the Common Area, including the Open Space and any improvements constructed or installed thereon. The Association shall maintain and repair, as needed from time to time, the Common Area and any improvements constructed or installed thereon, including watering, and maintaining the Open Space, and maintaining the gates at the entrance to the development in good condition and repair. In addition, the Association will, at the Association's expense, mow the front and back yards of individual lots.

c) Landscaping Restrictions. Lot owners shall not modify the landscaping, green space, sod, sprinkling system, or drainage in, on or about the Open Space, or any other portion of the Common Area, without the prior written consent of the Board of Directors.

d) Snow and Ice Accumulation. The Association shall remove (or contract for the removal of) all ice and snow accumulations from the Common Area, as well as from all driveways and sidewalks. Each Lot Owner shall remove all ice and snow accumulations from the sides and the rear of the dwelling.

e) Area of Personal Responsibility. Each Owner shall maintain his Lot, and all of the improvements constructed or installed thereon.

2. Assessments and Common Area Expenses. Each Owner, upon receipt of a deed to a Lot, shall pay all Assessments subject to and in accordance with the restrictions set forth herein and shall be subject to a monthly assessment for the maintenance of the Lots and the Common Areas. As of the date of the signing of these Restrictions, the monthly assessment for Lots is \$150.00 per month (equating to \$1,800 per year). Assessment amounts may be increased in a greater amount or decreased so long as the change assented to by not less sixty-seven percent (67%) of the Members present in person or represented by proxy at a meeting duly called for such purposes.

3. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare of residents of the Property, including but not limited to the appearance and aesthetics of subdivision. The use made by the Association of funds obtained from assessments, may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Area; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

4. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to purchaser of a Lot, or if the sale is of an installment contract of sale, on the date the installment contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Thereafter all monthly assessments shall be due and payable on the first day of each month. A monthly assessment not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of \$20.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5. Special Assessments. In addition to other assessments herein, the Association may levy special assessments for the purpose of defraying, in whole or part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less sixty-seven percent (67%) of the Members present in person or represented by proxy as are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more thirty (30) days prior to the meeting date.

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

7. Effect of Non-Payment: Remedies. Any assessment not paid when due shall, together with hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount

thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorney's fees (including those of a paralegal and any fees incurred on appeal), court costs, and each and every expense incurred by the Association in enforcing its rights.

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

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

a. The Board may assess a fine against an Owner for a violation of the Association's Project Documents.

b. Before assessing a fine, the Board shall give the Owner a written warning that: (i) describes the violation; (ii) states the rule or provision of the Project Documents that the Owner's conduct violates; (iii) states that the Board may, in accordance with the provisions of Utah Code Ann. § 57 -8a-208, assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the written warning or assesses a fine against the Owner under this section; and (iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the Board gives the Owner the written warning by which the Owner shall cure the violation.

c. The Board may assess a fine against an Owner if: (i) within one year after the day on which the Board gives the Owner a written warning described in subsection 9(b), the Owner commits another violation of the same rule or provision identified in the written warning; or (ii) for a continuing violation, the Owner does not cure the violation within the time period that is stated in the written warning described in subsection 9(b).

d. After the Board assesses a fine against an Owner under this section, the Board may, without further warning, assess an additional fine against the Owner each time the Owner: (i) commits a violation of the same rule or provision within one year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for 10 days or longer after the day on which the Board assesses the fine.

e. A fine assessed under subsection 9(a) shall: (i) be made only for a violation of a rule, covenant, condition, or restriction that is in the Association's Project Documents; (ii) unless otherwise determined by the Board following an informal hearing as described in subsection 9(f) hereafter, the amount of the fine shall be \$500; and (iii) accrue interest at the rate of 12% per annum together with late fees of \$10 per day for every day that the violation remains

uncured. All such fines and fees shall constitute a lien on the Owner's Unit and shall be subject to collection and foreclosure.

f. An Owner who is assessed a fine under subsection 9(a) may request an informal hearing before the Board to dispute the fine within 30 days after the day on which the Owner receives notice that the fine is assessed.

i. At any such hearing, the Board shall: (1) provide the Owner a reasonable opportunity to present the Owner's position to the Board; and (2) allow the Owner, a Board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication. At the conclusion of the hearing, or within a reasonable amount of time thereafter, the Board of Directors shall determine whether a violation has occurred and, if so, may assess costs, impose a fine and/or issue sanctions, or take such other action as may be appropriate. The Board shall inform the Owner of its final decision, in writing, within ten (10) calendar days of the conclusion of the hearing.


ii. If an Owner timely requests an informal hearing under subsection 9(f), no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives a final decision.

g. An Owner may appeal a fine assessed under subsection 9(a) by initiating a civil action within 180 days after: (i) if the Owner timely requests an informal hearing under subsection 9(f), the day on which the Owner receives a final decision from the Board; or (ii) if the Owner does not timely request an informal hearing under subsection 9(f), the day on which the time to request an informal hearing under subsection 9(f) expires.

h. The Board may delegate the Board's rights and responsibilities under this section to a managing agent, except that the Board may not delegate the Board's rights or responsibilities to conduct an informal hearing which is timely requested by an Owner.

i. Nothing herein shall be construed to prevent the Board of Directors from making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing notice and a hearing.

ARTICLE VII
DURATION, ENFORCEMENT AND AMENDMENT



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

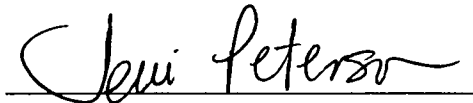
2. Enforcement. The owner or owners of any portion of the Property, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation, or party violating, attempting, or threatening to violate any of the covenants and restrictions contained herein and to enforce,

restrain, enjoin and/or collect damages, including reasonable attorney's fees, for such violation or attempted or threatened violation. Failure by any property owner or their legal representative, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, the undersigned has executed these superseding Covenants, Conditions, Restrictions (CC&Rs), and bylaws of Wheadon Glenn Homeowners Association, this the 15 day of June, 2022.



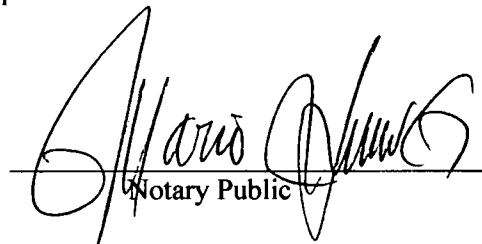
Dee Hicken – President
Wheadon Glenn HOA



Jeni Peterson Vice-President
Wheadon Glenn HOA

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

On the 15 day of JUNE, 2022, personally appeared before me Dee Hicken and Jeni Peterson, who by me being duly sworn, did say that they are duly elected Officer of the Wheadon Glenn Homeowners Association, a Utah nonprofit corporation and are authorized to sign the foregoing document.



Notary Public



EXHIBIT A
METES AND BOUNDS LEGAL DESCRIPTION

WHEADON GLENN PHASE 1 P.U.D.

Beginning at a point being North 00°05'05" West 577.03 feet along the section line from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running
thence North 89°32'48" West 106.81 feet;
thence North 89°50'15" West 478.90 feet;
thence North 00°03'06" East 80.10 feet;
thence North 89°56'54" West 21.63 feet;
thence North 00°03'06" East 116.31 feet to the Southerly Boundary Line of Reunion Village P.U.D.;
thence North 89°54'51" East 441.15 feet along the Southerly Boundary Line of said Reunion Village P.U.D to the Southeast Corner of Lot 190 of said Reunion Village, said point also being on the Westerly Boundary Line of the South Jordan Canal Property;
thence South 10°49'08" East 5.68 feet along the Westerly Boundary Line of the said South Jordan Canal Property;
thence North 89°54'55" East 164.64 feet to the Section Line;
thence South 00°05'05" East 193.96 feet along the Section Line to the point of beginning.

Contains 117,389 Square Feet or 2.695 Acres

Less and Excepting Canal property being more particularly described as follows:

Beginning at a point being North 00°05'05" West 577.03 feet along the section line and North 89°32'48" West 40.00 feet from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running
thence North 89°32'48" West 66.81 feet;
thence North 19°14'42" West 142.55 feet;
thence North 10°49'08" West 59.35 feet;
thence North 89°54'55" East 67.18 feet;
thence South 10°49'08" East 41.97 feet;
thence South 20°39'41" East 141.27 feet;
thence South 00°05'05" East 20.10 feet to the point of beginning.

Contains 13,620 Square Feet or 0.313 Acres

Net Contains 103,769 Square Feet or 2.382 Acres and 12 Lots

Together with the beneficial rights pursuant to that certain Right of Way and Easement Agreement recorded May 22, 2014 as Entry No. 11853644 in Book 10232 at Page 6398 of the Official Records.

WHEADON GLENN PHASE 2 P.U.D.

Beginning at the Southwest Corner of Lot 107 of Wheadon Glenn Phase 1 Subdivision, said point also being North 00°05'05" West 579.24 feet along the section line and West 585.69 feet from the Southeast Corner of Section 10, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running
thence North 89°50'15" West 380.57 feet to the Northeast Corner of Cornerstone Condominium;
thence North 89°50'15" West 162.50 feet along the Northerly Boundary Line of said Cornerstone Condominiums to the Southeast Corner of Lot 170 of Reunion Village P.U.D.;
thence North 00°02'13" East 192.70 feet along the Easterly Boundary Line of said Reunion Village P.U.D.;
thence North 89°52'52" East 289.15 feet;
thence North 89°50'58" East 232.35 feet to the Westerly Boundary Line of Lot 106 of Wheadon Glenn Phase 1 Subdivision;
thence South 00°03'06" West 115.33 feet along the Westerly Boundary Line of said Wheadon Glenn Phase 1 Subdivision;
thence South 89°56'54" East 21.62 feet along the Westerly Boundary Line of said Wheadon Glenn Phase 1 Subdivision;
thence South 00°03'06" West 80.10 feet along the Westerly Boundary Line of said Wheadon Glenn Phase 1 Subdivision to the point of beginning.

Contains 102,901 Square Feet or 2.362 Acres and 14 lots

Together with the beneficial rights pursuant to that certain Right of Way and Easement Agreement recorded May 22, 2014 as Entry No. 11853644 in book 10232 at Page 6398 of the Official Records.

Also, together with a Right of Way and Easement for Wheadon Glenn Cove (Private Street) over, across and through WHEADON GLENN PHASE 1 P.U.D.

PARCEL NUMBER 27-10-476-133-0000

EXHIBIT B
BYLAWS

**BYLAWS
OF
WHEADON GLENN HOMEOWNERS ASSOCIATION, INC.
a Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, § 16-6a-1 01, *et seq.*, Utah Code Ann. (the "Act"), the undersigned incorporator of the Wheadon Glenn Homeowner's Association, Inc., hereby adopts the following Bylaws of the Wheadon Glenn Homeowner's Association, Inc.:

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is WHEADON GLENN HOMEOWNER'S ASSOCIATION, INC., a Utah non-profit corporation, hereinafter referred to as the "Association." The principal office of the Corporation in the State of Utah shall change from election to election of new Directors, and be designated by them. Meetings of Members and Directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to the WHEADON GLENN HOMEOWNER'S ASSOCIATION, INC., its successors, and assigns.

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

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

Section 2.4 "Declarant" shall mean and refer to the Board of Directors.

Section 2.5 "Declaration" shall mean and refer to the Protective Covenants, Conditions and Restrictions for Wheadon Glenn Subdivision, a Planned Unit Development, applicable to the Property recorded in the Office of the Recorder of Salt Lake County, State of Utah, and amendments thereto.

Section 2.6 "Dwelling" shall mean and refer to anyone of the separately numbered and self-contained living spaces located upon a Lot as designated in the Protective Covenants, Conditions and Restrictions

for Wheadon Glenn Subdivision, a Planned Unit Development, which Dwelling is intended to be owned individually, rather than in common by Owners of different Lots and Dwellings.

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

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

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

ARTICLE III MEMBERS

Section 3.1 Qualifications.

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

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

Section 3.2 Membership.

(a) Members shall be entitled to vote on all issues before the Association, subject to the following:

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

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

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

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

ARTICLE IV MEETING OF MEMBERS

Section 4.1 Annual Meetings. Annual meetings of the members shall be held on the second Tuesday in June of each year and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. or as close to that date and time as the Board to Directors for reason may change. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 4.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the vice-president or person authorized to call the meeting, by emailing a notice at least 15 days before such meeting, to each member entitled to vote thereon, sent to the member's email address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

Section 4.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary/treasurer. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Dwelling.

ARTICLE V BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 5.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) individuals, all of whom need to be members of the Association.

Section 5.2 Term of Office. Each of the three (3) members of the Board of Directors shall serve a three-year term, on a staggered expiration schedule so that one (and only one) of the Board members is replaced each year over the stated period. At each annual meeting the members shall elect the replacement for the Director whose term has expired for a term of three years.

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

Section 5.4 Compensation. No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of official duties.

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

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. The Board of Directors shall announce the vacancy at least 15 days prior to the annual meeting, seeking volunteers to fill the vacancy.

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

ARTICLE VII MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Directors.

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

Section 7.3 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.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) cause the Common Areas to be maintained.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The officers of this Association shall be a president, vice-president, and a secretary/treasurer (subject to section 9.7), who shall at all times be members of the Board of Directors.

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

Section 9.3 Resignation and Removal. Any officer may be removed from office with or without cause by a simple majority vote of the Association membership. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary/treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 9.5 Multiple Offices. No person shall simultaneously hold more than one of any of the other offices.

Section 9.6 Duties. The duties of the officers are as follows:

President

The president shall preside at all quarterly meetings of the Board of Directors and the annual Association meeting; shall see that orders and resolutions of the Board are carried out; shall co-sign with the vice-president all contracts and other written instruments. Either the president or the vice-president may sign checks as prepared by the secretary/treasurer. Reviews current income and expense documentation at quarterly meetings.

Vice-President

The vice-president shall act in the place and stead of the president in the event of the president's absence, inability, or refusal to act; shall co-sign with the president all contracts and other written instruments; keep a current record of the members together with their telephone numbers, residential and email addresses. The vice-president shall record the votes and keep the minutes of all meetings and discharge such other duties as may be required by the Board. Either the president or the vice-president may sign checks as prepared by the secretary/treasurer. Reviews current income and expense documentation at quarterly meetings.

Secretary/Treasurer

The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; present checks to the president or vice-president for signature. The Secretary/Treasurer shall keep proper books and ledgers of account; if the Board deems appropriate, cause an audit of the Association books to be made by a public accountant; conduct a reserve review at least every three years; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; prepare current income and expense documentation at quarterly meetings; prepare an annual budget and a statement of income, expenditures, and reserve to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members; and shall perform such other duties as required by the Board. The Secretary/Treasurer shall not have signature authority for any checks, contracts, or promissory notes of the Association.

ARTICLE X COMMITTEES

The Board of Directors may appoint temporary committees comprised of voluntary members of the HOA as deemed appropriate in carrying out its purposes.

ARTICLE XI ASSESSMENTS

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

ARTICLE XII CORPORATE SEAL

The Association may obtain, but is not required, a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

ARTICLE XIII AMENDMENTS

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

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

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

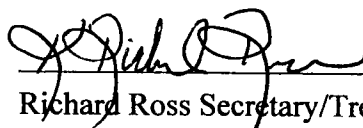
IN WITNESS WHEREOF, we, being all of the Directors of the WHEADON GLENN HOME-OWNER'S ASSOCIATION, INC., have hereunto set our hands this 15th day of June 2022.



Dee Hicken – President
Wheadon Glenn HOA



Jeni Peterson Vice-President
Wheadon Glenn HOA



Richard Ross Secretary/Treasurer
Wheadon Glenn HOA

EXHIBIT C
ACCESS EASEMENT AND MAINTENANCE AGREEMENT BETWEEN WHEADON GLENN
HOA & SOUTH JORDAN CANAL COMPANY

When recorded mail to:
Wheadon Glenn Homeowner's Association
1442 W Wheadon Glenn CV
South Jordan, Utah 84095

~~0822255
11/17/2021 2:21:00 PM \$40.00
Book - 1368 Pg. 149-852
RASHELLE HUBBS
Recorder Salt Lake County, UT
TERRE JESSOP & PARTNER
PUBLIC CASH, DEPUTY REC 4 P.~~

Access Easement and Maintenance Agreement

South Jordan Canal Company ("SJCC"), by and through its undersigned representative, and Wheadon Glenn Homeowner's Association ("WG/HOA"), by and through its undersigned officers, hereby enter into this Access Easement and Maintenance Agreement as of this ___ day of September, 2021.

RECTIALS

- A. The Wheadon Glenn planned unit development is located at approximately 10092 S 1300 W, South Jordan, Utah 84095 (the "PUD"). WG/HOA manages the planned unit development.
- B. The South Jordan canal runs through a portion of east side of the PUD. SJCC manages and maintains the canal. The canal portion of the property is more particularly described as follows:
- See attached Exhibit A.
- C. When the PUD was developed, the developer installed landscaping and a sprinkler system on the canal portion of the property for aesthetic purposes. The developer also installed a fence for safety purposes and to set off the canal property from the rest of the PUD.
- D. The parties desire to formalize their respective rights and obligations with respect to the canal portion of the property.

AGREEMENT


WHEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SJCC, as Grantor, hereby grants to WG/HOA, as Grantee, an easement for the use and preservation of the existing private roadway, bridge, sidewalk, curbing, and fencing which cross the South Jordan Canal at approximately 10092 South Temple Drive, South Jordan, Utah, which property is described as a portion of parcel 27-10-477-006 in the Salt Lake County Recorder's Office (the "Road and Improvements"), together with the right of ingress and egress to and from said Road and Improvements.
2. WG/HOA shall maintain the Road and Improvements in a manner that is satisfactory to the SJCC, at WG/HOA's expense.
3. WG/HOA and its members hereby indemnify and hold harmless SJCC from any and all liability as the result of the WG/HOA's members use of the Road and Improvements. WG/HOA shall be responsible for all costs to maintain the road, bridge, sidewalk, curbing, and fencing, ensuring that they do not impede on canal operations.


4. SJCC also grants to WG/HOA an easement for access to and from the remainder of Parcel 27-10-477-006 (the "Landscaped Property") solely for the purpose of mowing, trimming, maintaining, planting, and replacing the existing landscaping and sprinkler system as deemed necessary by the WG/HOA, in its sole discretion. All costs associated with landscaping and its maintenance of the Landscaped Property is the sole responsibility of WG/HOA, which shall ensure that vegetation does not impede or interfere with canal operations. Access is not granted by SJCC for any other use by WG/HOA or its members.

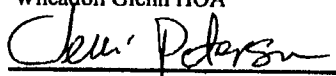
5. The parties acknowledge that WG/HOA's maintenance of the Landscaped Property is voluntary. WG/HOA shall notify SJCC in writing if at any time WG/HOA elects to cease its maintenance of the Landscaped Property. SJCC shall have no obligation to maintain the Landscaped Property thereafter.

6. WG/HOA is responsible for any, and all recording fees connected with the use of this easement.



Gary Cannon - President
South Jordan Canal Company



Larry Burnett - President
Wheadon Glenn HOA


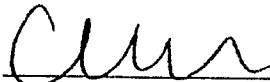
Jeni Peterson - Vice President
Wheadon Glenn HOA

ACKNOWLEDGMENTS

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

On this 8 day of NOV, 2021, personally appeared before me **Gary Cannon** whose identity is personally known to me, or was proved on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the President of South Jordan Canal Company, and that this document was signed by him on behalf of said canal company by authority of its members, and acknowledged to me that said canal company executed the same.





Notary Public