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Curtis G. Kimble
KIMBLE LAW PLLC
2290 E 4500 S, Suite 230
Salt Lake City, UT 84117
(801) 878-9361

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LENNON LANE
(INCLUDING BYLAWS)

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This Declaration of Covenants, Conditions and Restrictions of Lennon Lane (as the same may be amended from time to time, hereafter the “Declaration”) is made on the date evidenced below by the Declarant, Oquendo Investments LLC.

RECITALS

A. Declarant is the owner of certain land in Salt Lake County, Utah, shown on the Plat map entitled Lennon Lane Subdivision, recorded in the Recorder’s Office of Salt Lake County, state of Utah, (the Recorder’s Office) and more particularly described in **Exhibit A** (the “Property”).

B. It is the intention of the Declarant to develop the Property subject to this Declaration as a residential development, and to ensure a uniform plan and scheme of development, and unto that end the Declarant adopts, imposes and subjects the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein for the following primary purposes:

(1) To provide for uniformity in the development of the Lots (as hereinafter defined) in the Community (as hereinafter defined).

(2) To provide for the benefit of the Owners, the preservation of the value and amenities in the Community, and the maintenance of the Common Areas in the Community, and for the creation of an Association delegated and assigned the powers of maintaining and administering the Common Areas and other improvements, and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges designated by this Declaration; which association shall be incorporated under the laws of the state of Utah as a nonprofit corporation for the purpose of exercising the functions mentioned herein.

C. The Community is not a cooperative and does not contain condominiums.

1. DEFINITIONS

1.1 The following words when capitalized in this Declaration (except where otherwise stated) have the following meanings:

1.2 “**Act**” means the Utah Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time.

1.3 “**Assessment**” means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to a Governing Document or applicable law.

1.4 “**Association**” means and refers to the Lennon Lane Homeowners Association, and any successor incorporated or unincorporated association of the Lot Owners acting under the authority of this Declaration, the Bylaws and the Act. The Board acts in all instances on behalf of the Association, except when specifically stated otherwise in a Governing Document or the law.

1.5 “**Board of Directors**” or “**Board**” means the entity, established in accordance with the Bylaws, with primary authority to manage the affairs of the Association.

1.6 “Business Judgment” means discharging of a Board member’s or officer’s duties (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (3) in a manner the Board member or officer reasonably believes to be in the best interests of the Association.

1.7 “Bylaws” mean the Bylaws of the Association (initially attached hereto as **Exhibit B**) as they may be amended from time to time.

1.8 “Common Area” means and includes: (a) the Private Road, and notwithstanding the fact that the Private Road is situated upon Lots 3 and 4, it shall be considered for all purposes of this Declaration and the Act as Common Area; (b) the real property and interests in the real property which comprise the Property, excluding all Lots; (c) in general, all apparatus, installations, equipment and facilities included within the Property and existing for common use, including those connected with the furnishing of the Property’s utility services, such as electricity, gas, water and sewer if and to the extent they exist for common use, except as otherwise provided herein; (d) all other parts of the Property normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; (e) all common areas as defined in the Act, whether or not enumerated herein.

1.9 “Community” means the Property.

1.10 “Declarant” means Oquendo Investments LLC, and any successor or assign to which it expressly (a) conveys or otherwise transfers all of its right, title and interest in the Property, or (b) transfers and assigns all of its right, title and interest under this Declaration.

1.11 “Deliver” or “Send” means mail, send by electronic transmission, hand deliver or post on an Association website (including Association social media).

1.12 “Good Standing” means: (1) no Assessment (including any fine) imposed against the Owner or Owner’s Lot is more than 60 days past due, and (2) more than 60 days has elapsed since a fine has been assessed against the Owner or the Owner’s Lot.

1.13 “Governing Documents” means a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation, Bylaws, Plat, this Declaration, and Rules.

1.14 “Include,” “includes,” or “including” means (regardless of capitalization), without limitation, that the items listed are not an exclusive list and do not limit the application of the preceding word, unless the word “only” or similar language is used to expressly indicate that the list is an exclusive or limiting list.

1.15 “Lot” means any residential lot or parcel of land, upon which a Living Unit could be constructed in accordance with applicable ordinances and laws or is already constructed, shown upon the Plat as existing for private use and ownership, including any improvements thereon, but excluding the Private Road, which shall be considered Common Area for all purposes of this Declaration and the Act

1.16 “Owner” means the record owner of fee simple title to any Lot, as shown in the records of the county recorder, but does not include a tenant, contract purchaser, or holder of a leasehold interest or person holding only a security interest in a Lot.

1.17 “Period of Administrative Control” means the period during which the Declarant retains authority to appoint or remove members of the Board and is the time between the date of recordation of this Declaration and the date on which administrative control of the Association is turned over to the Owners pursuant to Section 6.2 below.

1.18 “Plat” means the official plat map or maps for the Lennon Lane Subdivision recorded in the office of the county recorder, as the same may be amended or substituted from time to time, and including a recorded plat map describing property subsequently added to the Property pursuant to the terms of this Declaration.

1.19 “Private Road” means the private driveway and 20 feet wide access easement described on the Plat.

1.20 “Property” or “Project” means all of the real property and interests within the boundaries of the project described in the Plat, including all Lots, Common Area, easements, and open space.

1.21 “Rules” or “Rules and Regulations” means the rules, regulations, policies and procedures that affect a right of, or impose an obligation or consequence on, the Owners or people who use the Property and which are applicable generally, are in writing and are adopted by the Board from time to time pursuant to Section 8.1 of this Declaration.

1.22 “Total Votes” means the outstanding voting rights of all Owners in Good Standing (not merely those present or participating at a meeting).

1.23 “Turnover Meeting” means the first meeting of the Association whereat the Board is elected by the Owners pursuant to this Declaration.

1.24 “Unit,” “Living Unit” or “Residence” means a single-family residential dwelling unit constructed upon a Lot.

2. PROPERTY DESCRIPTION, RIGHTS AND EASEMENTS

2.1 Property Subject to the Declaration and Bylaws. The Property is governed by, and shall be transferred, held, sold, conveyed, used, occupied and improved subject to, the Act, the Governing Documents and all agreements, decisions and determinations made by the Association. This Declaration and the covenants, conditions and restrictions herein shall run with the land and shall be binding upon every party which shall at any time have any right, title or interest in or to any part of the Property, their heirs, successors and assigns, and to any other person who may in any manner use any part of the Property, and shall inure to the benefit of each Owner and the Association. To the extent that the Governing Documents are or become inconsistent with any future provisions of the Act, the Act, as amended, shall control.

2.2 Description and Legal Status of Lots. Except as otherwise stated herein, the Plat shows the Lots and building designations and the Common Areas, as well as their locations and dimensions from which, together with the definitions above, those areas may be determined. All Lots are residential Lots. All Lots shall be capable of being independently owned, encumbered, and conveyed.

2.3 Form of Lot Conveyance; Legal Description of Lot. Each conveyance or installment contract for the sale of a Lot and other instrument affecting title to a Lot may describe the Lot by the number shown on the Plat with appropriate reference to the Plat and this Declaration, as each appear in the records of the county recorder, and in a form similar to following: Lot ___ as shown on the plat for the subdivision and as subjected to the declaration of covenants, conditions and restrictions, as amended from time to time, as such plat and declaration appear in the official records of the Salt Lake County Recorder.

2.4 Use and Occupancy. Except as otherwise expressly provided in the Governing Documents, the Owner of a Lot shall be entitled to the exclusive use and benefits of ownership of such Lot. Each Lot, however, shall be bound by, and the Owner shall comply with, the provisions of the Governing Documents for the mutual benefit of all Owners.

2.5 Common Area Rights. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Area, including the Private Road, subject to the provisions of the Governing Documents and to the right of the Association to limit the number of residents, guests and invitees using the Common Area at one time, and which right shall include (without limitation) the right of ingress and egress to such Owner's Lot. No Owner may install, construct or store anything upon or obstruct any part of the Common Area without the prior written approval of the Board.

2.6 Utility Easements. An easement exists for the Declarant, the Association and any public or private utility provider wherever necessary in the Property for the installation, construction, maintenance, and repair of public and private utilities and drainage facilities to serve the Property, including any Lot, and including the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, drainage, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant or the Association necessary or advisable to provide service to any Lot or the Property. The Board may grant or create from time to time, on behalf of the Association and on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Area. Within any easement, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Lot and all improvements therein shall be maintained continuously by the person or entity responsible for maintenance of such Lot in accordance with the terms in this Declaration or as otherwise specified in this Declaration, except for those improvements for which a public authority or utility provider is responsible. Each Lot Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Lots and serving the Owner's Lot.

2.7 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of: (1) performing maintenance necessitated by this Declaration, or (2) determining whether the use of the Lot or a Lot Improvement is causing damage or harm to the Common Areas and remedying the same. Requests for entry under number (2) shall be made in advance and at a time that is convenient to the Owner within 30 days of the request, or at a time designated by the Association if such time is more than 30 days from the request, except in the case of an emergency in which case such right shall be immediate. No such entry or actions by the Association shall be deemed to constitute a trespass or otherwise create any right of action for damage or otherwise in the Owner of such Lot.

2.8 Encroachment. No Unit or Lot shall encroach upon an adjoining Lot or Common Area. If, however, any part of a Unit encroaches or shall hereafter encroach upon the Common Area or an adjoining Lot due to or caused by error in the original construction of any building or improvements constructed within the Project, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Lot. If any part of the Common Areas encroaches or shall hereafter encroach upon any Lot, an easement for such encroachment and for the maintenance of the same shall and does exist.

3. RESTRICTIONS ON USE

3.1 Residential Use. A Lot shall be used for residential purposes in accordance with, and subject to, the Governing Documents.

3.2 Offensive or Unlawful Activities, Nuisances, Sound. No unsanitary, offensive, unsightly, or noxious conditions or activities, including noise, odor, clutter or other nuisance, shall be permitted on Common Area, nor shall anything be placed upon Common Area which interferes with or jeopardizes the enjoyment of the Lots or which is a source of annoyance to residents. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. A person may not willfully make any loud, unreasonable, unnecessary, or unusual noise upon the Common Area that disturbs the health or safety of a reasonable person of normal sensitivity within the Property.

3.3 Vehicles; Parking. Parking on the Private Road is prohibited. Vehicles in violation of the Governing Documents may be booted or towed at the cost (including the cost of any storage thereof) of the owner and the Rules may further govern the enforcement of parking restrictions. The Association shall be indemnified and held harmless by the owner of a vehicle from any loss, damage or claim caused by or arising out of the impounding, booting, towing or storing of a vehicle pursuant to the Governing Documents.

3.4 Increase in Insurance Cost. Nothing may be done or kept within or upon the Property which will increase the cost of insurance to the Association or to other Owners. No Owner shall

permit anything to be done or kept within the Owner's Lot or the Common Areas which will result in cancellation of insurance on any Lot.

4. MAINTENANCE OBLIGATIONS

4.1 Owner Responsibility. Except to the extent that the Association is responsible therefor under Section 5.2, maintenance of a Lot and Unit is the responsibility of the Owner, who shall maintain such Lot and Unit in good condition and repair. Each Lot and Unit shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other Lot or Unit.

4.2 Association Responsibility. The Association shall provide for, as a common expense, such care, maintenance, repair and replacement of the following as deemed necessary or desirable by the Board to keep it attractive and generally in good condition and repair:

- (1) the Common Area, including providing snow removal from the Private Road;
- (2) the trees, shrubs, grass, and other landscaping on Lots, and the irrigation systems for such landscaping.

4.3 Further Clarification of Responsibilities. To the extent not clarified herein and to the extent consistent with the provisions of this Declaration, the Association may, by duly adopted Board resolution, identify and assign areas of maintenance and responsibility as either (1) Owner responsibilities, or (2) Association responsibilities. Such determinations shall be set forth in a Board resolution distributed to all Owners and shall be binding against all Owners.

4.4 Acts of Owner. If any area or improvement is damaged, or the need for maintenance, repair or replacement is caused, by the willful or negligent acts of an Owner, their guests, tenants, invitees or other Unit occupants, the Owner shall be responsible for the cost of required maintenance, repair or replacement and such costs shall automatically be an Assessment against such Owner and the Owner's Lot.

4.5 Failure of Owner to Maintain. The Association may undertake maintenance of any part of a Lot or correction of any violation of the Governing Documents if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance or correction. The Board shall first provide notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action with fifteen days after the notice is sent, the Association may proceed with the maintenance or correction. The expenses incurred shall be reimbursed to the Association by the Owner and are an Assessment against the Owner and Lot.

4.6 Party Walls.

4.6.1. General Rules of Law Apply. Each wall or fence built as a part of the original construction of any Lot or Living Unit and placed substantially on a dividing line between any two Living Units or Lots shall constitute a Party Wall. In the event the Owner, or its tenant, guest or invitee, causes damage to the party wall, then the general rules of law regarding party

walls and liability for damage due to negligence or willful acts or omissions shall apply thereto. The Owner of each Lot adjoining a Party Wall shall be an "Owner" of the Party Wall for purposes of this Section.

4.6.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use; provided that the foregoing provision shall not prejudice the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions (including failure to adequately insure).

4.6.3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner thereof may restore it, and the other Owners thereof shall contribute to the cost of restoration thereof in proportion to such ownership without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions (including failure to adequately insure).

4.6.4. Arbitration. In the event any dispute arises concerning a Party Wall, or under the provisions of this Section titled "Party Walls," each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

4.6.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

5. ASSESSMENTS AND BUDGET

5.1 Covenant for Assessments. Each Owner, by acceptance of a deed conveying any Lot to it, whether or not so expressed in the deed or other conveyance, is deemed to have covenanted and agreed to pay Assessments, as provided for in this Declaration. Annual Assessments and Special Assessments (as defined below) shall be assessed equally against each Lot, subject to the exemption specified in Section 6.4 below.

5.2 Annual Budget and Annual Assessment.

5.2.1. Adoption of Budget. The Board shall prepare, or cause the preparation of, and adopt a budget for the Association annually, which shall provide, without limitation, for the administration, management and operation of the Association, including fulfilling its duties under this Declaration, and shall include a reserve fund line item in an amount the Board determines to be prudent based on the reserve analysis (as defined in Section 5.6.2). If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall present the adopted budget to Owners at a meeting of the Owners.

5.2.2. Determination of Annual Assessment.

(a) Amount, Notice. The Board shall establish, and send notice to all Owners of, the amount of the annual assessment (“Annual Assessment”) at least 20 days before the start of the fiscal year.

(b) Approval for Increases of More Than 25%. After the Period of Administrative Control, the Annual Assessment may not be increased by more than a total of 25% in any twelve month period unless such increase is first voted upon by the Owners and: (1) a quorum of Owners holding at least 50% of the voting rights in the Association cast a vote, and (2) the votes cast favoring the increase exceed the votes cast opposing the increase.

(c) Equitable Changes. If the Annual Assessment is, or will become, inadequate to meet the expenses incurred by the Association during a fiscal year for any reason, the Board may determine the approximate amount of the inadequacy and adopt a supplemental budget which establishes an equitable change in the amount of the Annual Assessment (subject to subsection (b) above). At least twenty days before the first due date under such budget, the Board shall give the Owners written notice of any such change.

(d) Omission to Fix Not a Waiver. The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

(e) Installments of Annual Assessments. The Board shall determine whether installments of Annual Assessments are levied and collected on a monthly, quarterly, semi-annual, annual or other basis. Any Owner may prepay one or more installments of any Assessment without premium or penalty. No Owner may exempt itself from liability for Assessments by abandonment of a Lot.

5.3 Purpose of Assessments. The Assessments levied by the Association shall be used to fulfill the purposes of the Association and carry out the provisions of this Declaration, including, but not limited to: (1) The improvement, maintenance, operation, care, and services related to the Common Areas and other areas for which the Association is responsible; (2) The costs of utilities and other services which may be provided by the Association for the Community; (3) The cost of labor, equipment, insurance, materials, management, legal and other professional and administrative fees incurred or expended in performing the duties under the Governing Documents or the law; (4) The cost of funding reserves for the Association; and (5) Any other item properly chargeable as a common expense of the Association.

5.4 Special Assessments. In addition to Annual Assessments, the Association may levy a special assessment from time to time (“Special Assessment”) for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot reasonably be paid for through other types of Assessments, as determined by the Board. The Board may authorize a Special Assessment, except that any Special Assessment levied within 12 months of a

prior Special Assessment where such Special Assessments combined exceed \$500 per Lot, and any Special Assessment greater than \$500 per Lot, may only be levied if it is first voted upon by the Owners and: (1) a quorum of Owners holding at least two-thirds of the voting rights in the Association cast a vote, and (2) the votes cast favoring the Special Assessment exceed the votes cast opposing it.

5.5 Individual Assessments. Any expenses which are not properly expenses common to all Owners and which benefit or are attributable to fewer than all of the Lots may be assessed exclusively against the Lot or Lots affected or benefitted ("Individual Assessments"). Individual Assessments may include, but are not limited to: (1) Assessments levied against a Lot to reimburse the Association for costs incurred in enforcing, defending or carrying out the provisions of the Governing Documents as to that Lot, its Owner or guests, and for fines and charges, including attorney fees, imposed pursuant to the Governing Documents for violation of the Governing Documents, and (2) expenses relating to the cost of any maintenance, repair or replacement of a Lot undertaken by the Association but for which the Owner is responsible.

5.6 Reserve Analysis.

5.6.1. Reserve Analysis Required. After the Period of Administrative Control, the Board shall cause a reserve analysis to be conducted no less frequently than every eight years, and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every four years. However, the Board may increase or decrease the required frequency of conducting and updating a reserve analysis in a formal resolution of the Board delivered to all Owners. 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.

5.6.2. Reserve Analysis Defined. "Reserve analysis" means an analysis to determine the need for a reserve fund to accumulate reserve funds, and the appropriate amount of any reserve fund. A reserve analysis shall include:

- (1) a list of the components identified in the reserve analysis that will reasonably require reserve funds, including components for which the Association is responsible that have a useful life of three years or more and a remaining useful life of less than 30 years, if the cost cannot reasonably be funded from the general budget or other funds of the Association;
- (2) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
- (3) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (4) an estimate of the total annual contribution to a reserve fund necessary:
 - (i) to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and

(ii) to prepare for a shortfall in the general budget, if: (A) the shortfall occurs while a state of emergency declared by the state of Utah and extending to all of Utah is in effect; and (B) at the time the money is spent, more than 10% of Owners that are not Board members are delinquent in the payment of assessments as a result of events giving rise to the state of emergency; and

(5) a reserve funding plan that recommends how the Association may fund the annual contribution described in (4) above.

5.6.3. Reserve Analysis Summary Provided to Owners. The Association shall: (1) annually provide Owners a summary of the most recent reserve analysis or update; and (2) provide a copy of the complete reserve analysis or update to an Owner who requests a copy.

5.7 Reserve Fund. The Association shall establish and maintain a reserve fund. The purpose for which the reserve fund is established is: (1) maintenance, repair, replacement or restoration of the Common Areas and any other area or items for which the Association is responsible, (2) any emergency, unforeseen, unusual, unanticipated or irregularly occurring expenditure or shortfall, and (3) for any other purpose determined from time to time by the Board. The Association may not use money in a reserve fund for daily maintenance expenses unless (1) a majority of the Total Votes approves the use of reserve fund money for that purpose, or (2) there exists in the general budget a shortfall that the Association may use reserve funds to cover. Daily means performed or occurring more often than monthly.

5.8 Nonpayment of Assessments. The Annual Assessments shall be due and payable on such basis established by the Association and shall be delinquent if not paid within the period established by the Association from time to time. The due date of any Special Assessment or other Assessment shall be fixed by resolution or in the notice of the Assessment.

5.8.1. Interest, Late Charge, Collection. A delinquent Assessment bears interest and is subject to a late charge at the rate and amount determined by the Board from time to time. All costs (and not merely costs limited under the Utah Rules of Civil Procedure and not as may be otherwise limited) and attorney fees incurred by the Association in collecting an Assessment are part of the Assessment against the Owner and the Lot.

5.8.2. Rent Payments by Tenant to Association. If the Owner of a Lot who is leasing the Lot fails to pay any amount for more than 60 days after the amount is due, the Association may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until all amounts due to the Association are paid. The Association shall give the Owner written notice of its intent to demand full payment from the tenant, and such notice, as well as the demand to the tenant, shall be made in accordance with the law and the written procedures of the Association.

5.8.3. Termination of Common Services and Facility Use. If an Owner fails or refuses to pay an assessment when due, the Association may, after giving notice and an opportunity to be heard in accordance with the law and the written procedures of the Association, terminate an Owner's right: (1) to receive any service paid as a common expense, including but not limited to

utility services; and (2) of access and use of common amenities (but not the right of reasonable access to and from the Owner's Lot). If a hearing is requested, utility services or right of access and use of the recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been rendered by the Board. The Owner shall be responsible for all costs the Association incurs terminating a service. Upon payment of the amounts due, including any interest, late charge, and costs of collection, the Board shall immediately take action to reinstate the terminated services to the Lot.

5.8.4. Acceleration. If the delinquent installments of any Assessment and any charges thereon are not paid in full, the Board may declare all of the unpaid balance of the Assessment to be immediately due and payable upon not less than ten days' written notice to the Owner, and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in the Association's best interest, the Board, at its option and discretion, may elect to decelerate the obligation.

5.8.5. Other Remedies, Including Suspension of Membership Rights. All Association membership rights, including the right of an Owner to vote shall be automatically suspended during any period of delinquency, unless otherwise determined by the Board. An Owner with an unpaid account is ineligible to serve on the Board as provided in Section 4.1.3 of the Bylaws. The Association shall have each and every remedy for collection of assessments provided in the Act and in Utah Code Title 12, as amended from time to time, and the provisions of the Act shall be deemed to be fully set forth herein when required by the Act in order to exercise any such remedy. A collection fee may be imposed upon any delinquent account turned over to an attorney or collection agency for collection, in accordance with Utah Code § 12-1-11, as amended or substituted from time to time.

5.9 Lien. An Assessment is a charge and continuing lien upon a Lot against which the Assessment is made and shall be construed as a real covenant running with the land and includes damages, interest, all costs of collection, late fees, and attorney fees provided for in the Governing Documents or by law or awarded by a court. The recording of this Declaration constitutes record notice and perfection of such lien. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment.

5.10 Enforcement of Lien. The lien may be foreclosed judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Declarant hereby conveys and warrants pursuant to U.C.A. § 57-1-20 and 57-8a-302 to the attorney of the Association, with power of sale, each Lot and all improvements to each Lot for the purpose of securing payment of assessments under the terms of the Declaration. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, rent, mortgage and convey the same, notwithstanding anything else to the contrary in this Declaration. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order

to secure occupancy of the defaulting Owner's Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

5.11 Appointment of Trustee. The Declarant, the Association and each Owner hereby appoints the attorney of the Association who has been retained by the Association at the time a foreclosure is initiated as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8a, Utah Code Ann., as may be amended from time to time.

5.12 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Lot subject to assessment, except as follows: the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment, nor shall it relieve any personal obligation arising under this Declaration or elsewhere.

5.13 Personal Obligation and Costs of Collection. Assessments, together with interest, late fees, and all costs and attorney fees incurred in the collection thereof (whether or not a lawsuit is initiated), are the personal obligation of an Owner holding title to a Lot at the time when the Assessment became due, and, regardless of the terms of any agreement to the contrary, the liability of the Owners of a Lot for the payment of such amounts shall be joint and several, and any remedy for the collection of such amounts may be enforced against any or all Owners of the Lot concerned. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the grantor's share of unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

5.14 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

5.15 Statement of Unpaid Assessment & Payoff Information. The Association shall, upon request and payment of the amount allowed by law, provide an Owner a writing signed by an officer of the Association setting forth whether Assessments have been paid, and which shall be conclusive evidence of payment of such amounts. The Association may charge a fee for

providing Association payoff information needed in connection with the financing, refinancing, or closing of an Owner's sale of the Owner's Lot up to the maximum amount allowed by law.

5.16 Application of Payments. Payments shall be applied first to costs and attorney fees, then to late charges, then interest, then to all other Assessments in the order of their coming due.

6. DECLARANT RIGHTS AND CONTROL

6.1 Conflicts. If any other provision of this Declaration or of the Bylaws conflicts with a provision of this Article, the provision in this Article controls.

6.2 Administrative Control of Association. Declarant shall assume full administrative control of the Association through a Declarant-appointed interim Board of Directors, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held no later than upon expiration of the Period of Administrative Control. The Period of Administrative Control shall expire upon the earlier of:

- (1) Seven years from the recording of this Declaration;
- (2) Three years after Declarant has ceased to offer Lots for sale in the ordinary course of business;
- (3) Declarant voluntarily terminating the Period of Administrative Control. The Declarant may elect to voluntarily terminate the Period of Administrative Control at an any time by written notice to Owners and by calling and holding the Turnover Meeting.

6.3 Other Rights. In addition to any other rights under this Declaration or the Bylaws, as long as Declarant owns at least one Lot within the Property:

- (1) Sales Office and Model. Declarant shall have the right to maintain a sales office and model in one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.
- (2) For Sale Signs. Declarant may maintain a reasonable number of For Sale signs, the size of which may be determined by Declarant, at reasonable locations on the Property.
- (3) Approval of Amendments. Consistent with the amendment provisions of this Declaration and Bylaws, for so long as the Declarant owns at least one Lot or so long as Declarant asserts plans to add Additional Property to the Project, the approval of the Declarant is required in order to adopt any amendment to the Declaration or Bylaws of the Association.
- (4) Common Area Changes. The Association shall not, without the written consent of Declarant, make any improvement to or alteration in any of the Common Area created or constructed by Declarant, other than such maintenance, repairs, replacements, or similar matters as may be necessary to properly maintain the Common Area as originally created

or constructed by Declarant. Additionally, during the Period of Administrative Control, the Declarant may make changes of any nature whatsoever to the Common Area in its sole discretion and without the consent of any other person or entity, including any Owner or the Association.

(5) Voting. For each Lot owned, the Declarant shall have three (3) votes in the Association up until, but not including at, the Turnover Meeting.

(6) The Act. The Declarant, the Declarant-appointed Board and the Association is exempt from all procedures, requirements and obligations imposed by the Act to the extent allowed by the Act during the Period of Administrative Control and all rights authorized to be reserved by a declarant under the Act are hereby deemed reserved by the Declarant. The Declarant and the Declarant-appointed Board are exempt from association rules and the rulemaking procedure under Utah Code Ann. § 57-8a-217 and all rights under that section are hereby reserved by Declarant.

6.4 Declarant Assessment Exemption; Subsidy. Notwithstanding anything in this Declaration to the contrary, the Declarant, and any Lot to which the Declarant holds record title, and any Builder designated by Declarant in writing as exempt pursuant to this section, shall be exempt from the payment of any Assessment whatsoever, unless a Unit constructed on a Lot is occupied for a residence on a permanent or part-time basis, provided that during the Period of Administrative Control, Declarant shall subsidize the Association for the amount by which the reasonable Association expenses and the maintenance of reasonable reserves for the maintenance and replacement of common property exceeds the total amount of Assessments levied against Lots. The subsidy required of Declarant under this paragraph may be in the form of cash or in the form of “in-kind” contributions of goods or services, or in any combination of the foregoing, and any subsidies made by Declarant in the form of “in-kind” contributions of goods or services shall be valued at the fair market value of the goods or services contributed. Declarant shall make payments or contributions in respect of its subsidy obligations under this paragraph at such times as the Board may reasonably request from time to time (but shall not be required to make such payments or contributions more often than monthly). At the end of each fiscal year of the Association, either: (1) Declarant shall pay or contribute to the Association such additional funds, goods or services (or any combination thereof) as may be necessary, when added to all other funds, goods and services paid or contributed by Declarant during such fiscal year, to satisfy in full Declarant’s subsidy obligations under this paragraph for such fiscal year; or (2) the Association shall pay to Declarant or credit against Declarant’s subsidy obligation for the immediately following fiscal year, as Declarant may elect, the amount, if any, by which the total of all payments or contributions paid or made by Declarant during such fiscal year exceeded the total subsidy obligation of Declarant for such fiscal year under this paragraph.

6.5 Easements Reserved to Declarant. The Declarant has a non-exclusive easement upon the Common Area for the storage of building supplies and materials; parking of construction vehicles; erection of temporary structures, trailers, improvements and signs necessary or convenient to the development of the Project; and for all other purposes related to the development of the Property and the provision of utility and related services and facilities exc

7. THE ASSOCIATION

7.1 Organization. The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Titled 16 Chapter 6a, as may be amended from time to time). In the event the Association is at any time administratively dissolved by the state of Utah, the Board may re-incorporate the Association without a vote of the Owners. The affairs of the Association shall be governed by a Board as provided herein and in the Bylaws. The Board acts in all instances on behalf of the Association except as to matters specifically requiring approval by the Owners in the Governing Documents or the law.

7.2 Membership. Each Owner during the entire period of Owner's ownership of one or more Lots shall be a member of the Association. The membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

7.3 Voting Rights. For each Lot owned, an Owner has one vote in matters submitted to the Association membership, subject to the Bylaws. The method of voting shall be as provided in the Bylaws.

7.4 Powers, Duties and Obligations. The Association shall have all the powers set forth in its Articles of Incorporation and Bylaws, together with its general powers as a corporation and under any applicable statute, as such statute may be amended to expand the scope of association powers. Without in any way limiting the generality of the foregoing, the Association shall have the power: (1) to pay and discharge any lien placed upon any Lot on account of any work done by the Association, (2) to defend, bring, prosecute, and settle litigation for itself and the Community, (3) to obtain, contract and pay for, or to otherwise provide for such utility services as the Board may from time to time deem desirable, and the services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable, (4) to delegate by resolution or contract to a managing agent any of its powers under this Declaration, (5) to repair or restore the Community following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation and the Association, as the attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of any part of the Common Area (the award in any condemnation proceeding, the proceeds of any settlement related thereto, and the proceeds of any insurance on the Common Areas shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear), (6) to grant easements and rights-of-way over the Common Area and to approve signage for the Project, and (7) to borrow money and to pledge or assign current or future Assessments as security for any loan obtained by the Association, provided the assent of a majority of the Total Votes is obtained prior to mortgaging, pledging or hypothecating any or all of the Association's real property as security.

8. RULES, ENFORCEMENT, APPEAL

8.1 Rules. The Board may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules, subject to limitations and requirements of the law, including the right of the Owners to disapprove a rule pursuant to law, and subject to the Board's duty to exercise Business Judgment on behalf of the Association and the Owners. During the Period of Administrative Control, the Declarant is exempt from the Rules and the rulemaking procedures of Utah Code § 57-8a-217.

8.1.1. Requirements. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Rules, the Board shall:

- (1) at least 15 days before the Board will meet to consider a change to the Rules, deliver notice to the Owners that the Board is considering a change to the Rules;
- (2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting; and
- (3) deliver to the Owners a copy of the change in the Rules approved by the Board within 15 days after the date of the Board meeting.

8.1.2. Imminent Risk of Harm. The Board may adopt a Rule without first giving notice to the Owners if there is an imminent risk of harm to the Common Area, an Owner, an occupant of a Lot, a Lot, or a Unit. The Board shall provide notice to the Owners of such a Rule within 15 days of adoption by the Board.

8.2 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents or the law, shall give the Board the right, but not the obligation, in addition to any other rights set forth in the Governing Documents or under law, to do any or all of the following after giving notice:

- (1) subject to the provisions of this Declaration, to enter the Lot as to which such violation exists and to summarily abate and remove or otherwise bring into compliance, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass;
- (2) enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;
- (3) levy fines according to Section 8.3 below;
- (4) suspend the right to receive, access or use any services or facilities provided by or through the Association until the violation is corrected, and to suspend the voting rights of an Owner, but not for longer than 60 days unless the violation is ongoing;
- (5) bring suit or action against the Owner on behalf of the Association and other Owners to enforce the Governing Documents. The Association shall be entitled to an award of its attorney fees and costs in any action taken for the purpose of enforcing or otherwise carrying out the terms of the Governing Documents, or for any action taken

pursuant to the Governing Documents, if it prevails in such action, regardless of who instituted the action; and

- (6) record in the records of the county recorder against a Lot as to which a violation exists, a notice of noncompliance setting forth the thing, condition or violation that exists and thereby providing notice to prospective purchasers and all others of the violation and of the requirement that the violation be remedied.

8.3 Fines. The Board may assess a fine against an Owner for a violation of the Governing Documents in accordance with the provisions in this Section 8.3.

8.3.1. Proof. The Board may take the actions it deems necessary to investigate and verify any alleged violation. When the Board determines after fair review and acting in good faith and without conflict of interest that it is more likely than not that a violation occurred, the violation shall be deemed to have occurred. In other words, when the greater weight of evidence (i.e., the evidence that is more convincing or more likely to be true or accurate) indicates a violation occurred rather than didn't occur, the violation shall be deemed to have occurred. Any question of veracity of a witness or evidence shall be determined by the Board and shall be final and conclusively binding upon all parties. If the Board determines a violation has occurred, the Board may proceed with enforcement in the manner it deems fit in its reasonable judgment.

8.3.2. Warning. If a violation occurs, a written warning ("Warning") shall be sent to the Owner of the Lot before a fine may be levied. The Warning shall:

- (1) describe the violation;
- (2) state the rule or provision of the Governing Documents that the Owner has violated;
- (3) state that the Board may, in accordance with the provisions of the law, assess fines against the Owner and suspend membership rights 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 Warning or assesses a fine against the Owner;
- (4) if the violation is an ongoing, continuous violation, state a time by which the Owner must cure the violation (which time must be at least 48 hours after the day the Owner is given the Warning); and
- (5) state the amount of the fine that will be assessed if an ongoing, continuous violation is not cured within 48 hours or if the Owner commits similar violations within one year after the day on which the Board gives the Owner the Warning.

8.3.3. Initial Fine. The Board may assess a fine against an Owner if: (1) within one year after the day on which the Board gives the Owner a Warning, the Owner commits another violation of the same rule or provision identified in the Warning; or (2) for an ongoing, continuous violation, the Owner does not cure the violation within 48 hours after the day the Owner is given the Warning.

8.3.4. Subsequent Fines for Same Violation. After a fine is assessed against an Owner, the Board may, without further warning, assess an additional fine against the Owner each time

the Owner: (1) 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 (2) allows a violation to continue for 10 days or longer after the day on which the Board assesses the fine.

8.3.5. Notice of Fine. Each time a fine is assessed, notice of the fine shall be sent to the Owner describing the violation, stating the rule or provision of the Governing Documents that the Owner has violated, and stating that the Owner may request an informal hearing before the Board to dispute the fine within 33 days after the date of the notice.

8.3.6. Fine Amounts. A violation of any express rule, regulation, covenant, restriction or provision of any of the Governing Documents shall be subject to a fine in the amount set forth in a schedule of fines adopted by Rule from time to time, or in the absence of such a schedule, \$50 for a first offense and \$100 for subsequent offenses of the same violation or \$75 per ten days for a continuous violation.

8.4 Appeal by Owner. Any Owner who is assessed a fine or other penalty or who has rights suspended may request an informal hearing before the Board to dispute the fine, penalty or suspension within 33 days after the date of the notice stating that the fine or penalty is assessed or that rights have been suspended. The hearing requested shall be conducted in accordance with procedures promulgated by resolution of the Board from time to time, or if none, in accordance with the standards determined by the Board at the hearing.

8.5 Action by an Owner. Each Owner and every user of the Property shall comply with the provisions of the Governing Documents and any applicable statute. Failure to comply therewith shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner. The prevailing party in an action for the interpretation of, the enforcement of, or to obtain redress for violation of any provisions of the Governing Documents shall be entitled to an award of its attorney fees and costs.

8.6 Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate. In such an action, the violation of any covenants or restrictions in the Governing Documents shall be presumed to cause irreparable harm to the Association and its members.

8.7 Purchase Subject to Violations. Buyers shall take ownership of Lots subject to any violations of the Governing Documents which may exist concerning the Lot, whether or not such violations were disclosed by the seller of the Lot and whether or not the Association knew of the violations at the time of sale. Such buyers shall be liable for correcting such violations upon demand by the Association.

9. INSURANCE

9.1 Insurance Maintained by the Association.

9.1.1. Liability. The Association shall maintain a public general liability insurance policy covering the Association, its officers, Board members and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas;

9.1.2. Property. The Association shall maintain blanket property insurance or guaranteed replacement cost insurance with not less than 100% of the full replacement cost for the physical structure of all attached dwellings, Limited Common Areas appurtenant to a dwelling on a Lot, and Common Areas, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and including coverage for any fixture, improvement, or betterment installed at any time to an attached dwelling or to a Limited Common Area appurtenant to a dwelling on a Lot, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to an attached dwelling or to a Limited Common Area;

9.1.3. Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling funds of the Association, including any property manager. Such fidelity coverage shall: (1) name the Association as an obligee; (2) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or managing agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Lots plus reserves; (3) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's management agent, if the Association has delegated some or all of the responsibility for the handling of funds to a management agent; (4) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

9.1.4. Directors and Officers (D&O) Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member or officer of the Association, and any other person the Association is required by law or contract to indemnify, against any liability asserted against or incurred by that person in any such capacity or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.

9.1.5. Other Insurance. The Association shall obtain such other insurance if and to the extent required by law or as the Board deems necessary from time to time, such as worker compensation insurance.

9.2 Acceptable Insurance Providers. The Association shall use generally acceptable insurance carriers.

9.3 Lot Owner Insurance Responsibility.

9.3.1. Master Policy Deductible. The amount of the deductible under the Association's policy shall be determined by the Board from time to time. The Association shall provide notice to the Lot Owners of the amount of, and any change in the amount of, the deductible. For covered losses to Lots and Limited Common Area, the Association's policy is primary but the Lot Owner is responsible for the Association's policy deductible (which shall be an automatic Assessment against that Owner 30 days after substantial completion of the repairs to, as applicable, the Lot, a dwelling on the Lot, or the Limited Common Area appurtenant to the Lot) as follows:

- (1) If a loss occurs that is covered by the Association's policy and by an Owner's policy, the Association's policy provides primary insurance coverage and the Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.
- (2) If a Lot, or Limited Common Area or facility appurtenant to a Lot, suffers damage as part of a covered loss, the Lot Owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to Lot damage for that Lot to the amount of the deductible under the Association's policy.

9.3.2. Contents of Lot/Unit. The Association's policy does not cover the contents of a Lot or Unit or an Owner's personal property. Each Owner is strongly encouraged to obtain insurance coverage for contents of the Lot or Unit, as well as for coverage in the event the Owner has to pay the Association policy deductible as provided above.

9.3.3. Loss Due to Fault of Another. This Declaration does not prevent a person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a person at fault for the loss, except that, notwithstanding the foregoing, an insurer under a property insurance policy or liability insurance policy obtained by the Association waives the insurer's right to subrogation under the policy against: (1) any person residing with the Owner, if the Owner resides in the Lot, and (2) the Owner.

9.3.4. Acceptable Contractors. No work on any part of the Property, including Lots and Units, shall be performed for repair or replacement due to a covered loss except by a licensed contractor carrying adequate liability and workers compensation insurance, whether such person is hired by an Owner or the Association.

9.4 Power of Attorney.

9.4.1. Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement (the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Lot, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

9.4.2. By purchasing a Lot, an Owner appoints the Association or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority.

10. AMENDMENT AND DURATION

10.1 Amendments.

10.1.1. How Proposed. The Board shall present amendments to the Declaration to the Owners for approval after either: (1) a majority of the Board requests, or (2) receiving a written request signed by the Owners of at least two of the Lots. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval of the amendment.

10.1.2. Approval Required. This Declaration and the Plat may be amended, and any provision, covenant, condition or restriction whatsoever may thereby be added, modified or deleted, if the amendment is approved by the Owners of at least four of the Lots. Additionally, for so long as the Declarant owns at least one Lot, the approval of the Declarant is required to adopt any amendment to the Declaration or Bylaws of the Association.

10.1.3. Unilateral Amendment. To the fullest extent permitted by the Act, this Declaration may be amended unilaterally (without the approval of any other person) at any time and from time to time by Declarant, so long as Declarant is the Owner of any Lot: (a) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to a Lot subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to an Owner's Lot unless such Owner shall consent thereto in writing; or (b) to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments (including, without limitation, the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage

Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA), or any similar agency). Further, so long as Declarant is the Owner of any Lot, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect title to any Lot without the consent of the affected Owner. Such amendments may include, but are not limited to, changing the nature or extent of the uses to which such property may be devoted or readjustment of Lot boundaries in connection with the location and development of the Project.

10.1.4. Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with this Declaration, is acknowledged, and is recorded in the appropriate county recorder's office.

10.2 Duration. The provisions, covenants, conditions and restrictions contained in this Declaration shall continue in full force and effect until amended, added to or deleted, in whole or in part from time to time as provided above.

11. MISCELLANEOUS PROVISIONS

11.1 Priority of Governing Documents. In the event of any conflict between the Governing Documents, each document shall prevail over the next in the following order: this Declaration, the Articles of Incorporation, Bylaws, and Rules. In the event of any conflict between provisions or documents consisting of the Rules: (1) the later adopted provision or document prevails, or (2) if conflicting provisions are adopted on the same date or the adopted dates are not evident, the conflicting provisions have no force or effect until the Board determines which provision or document prevails by duly adopted Board resolution given to all Owners.

11.2 Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in this Declaration shall be resolved by the Board, and its decision shall be final, binding and conclusive on all parties affected for all purposes. Words and phrases used in the Governing Documents are to be construed according to the context and the ordinary usage of the language; but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning in law, or are defined herein, are to be construed according to that peculiar and appropriate meaning or definition. Local zoning or other ordinances or statutes may define certain words or phrases which are used herein and those definitions, unless otherwise required by law, are not authoritative or binding unless the Board specifically determines, as to a particular word or phrase, that such a definition applies, and that determination shall be final and conclusive as to all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Association's role as the governing body of the Community and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Board except where powers are expressly restricted. The Board may from time to time issue written policies,

procedures and resolutions interpreting and implementing the provisions of this Declaration, including, by way of example and not limitation, policies, procedures and resolutions that interpret or clarify any provision of the Governing Documents deemed vague or ambiguous by the Board.

11.3 Recovery of Costs and Attorney Fees. Costs and attorney fees incurred for enforcement of the Governing Documents, regardless of whether any lawsuit or other action is commenced, are recoverable by the Association from the person enforced against. If the Association requests compliance with a Governing Document from an Owner and the Owner fails to comply or demonstrates intent not to comply, the attorney fees and costs incurred shall be an Assessment against the Owner and the Owner's Lot. Additionally, a prevailing party shall be entitled to its attorney fees and costs in any dispute concerning a Governing Document, including an action dealing with the declaration of rights and obligations thereunder with or without a defaulting party, whether those costs and expenses are incurred with or without suit, before or after judgment, in any appeal, in any bankruptcy or receivership proceeding, or in connection with any alternative dispute resolution proceeding.

11.4 Joint Owners. In any case in which two or more persons share the ownership, regardless of form, of a Lot, the responsibility of those persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of those persons shall constitute the act or consent of the entire ownership interest, subject to the Bylaws.

11.5 Lessees and Other Invitees. No damage to or waste of the Common Areas shall be committed by any Owner or Unit occupant, guest, invitee or lessee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of that Owner's Lot and other areas of the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

11.6 Waiver, Precedent, Estoppel, Change of Circumstances. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated, waived or abandoned by the Association, the Board, the Owners or any one of them, irrespective of the number or scope of violations or breaches thereof which may occur, and any failure to enforce the same shall not be deemed to constitute precedent, abandonment, waiver, or estoppel impairing the right of the Association, Board or Owner as to any similar matter. The existence of any number of violations of a covenant, restriction or Rule shall in no event give rise to a conclusion that the restriction has been abandoned and no covenant, restriction or rule shall be deemed to be abandoned, regardless of the number, frequency or scope of any violations of such covenant, unless and until this Declaration or the Rules are duly amended to remove or alter such covenant, restriction or Rule. Except as otherwise expressly provided in this Declaration, no change of conditions or

circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

11.7 Liability; Duties. From the time that the Common Area, or any portion thereof, is opened and put into use for the enjoyment of Owners, Declarant and the Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities, and an Owner shall defend, indemnify and hold harmless Declarant and the Association against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area shall use, enjoy, and visit, the same at their own risk and peril. Nothing contained in this Declaration shall be construed so as to impose any liability upon Declarant or the Association for personal injuries or property damages to guests, invitees, trespassers, or other third parties arising out of the Declarant's or Association's failure to perform any duty or obligation imposed upon Declarant or the Association by this Declaration. Nothing contained in this Declaration shall be construed so as to impose any contractual liability upon Declarant or the Association for failing to take any of the following actions, except to the extent funds shall be available and the action shall be deemed necessary and appropriate by Declarant or the Association: (a) maintain the Common Areas; or (b) take any corrective or enforcement action, including an action against any Owner for non-compliance with any provision in the Governing Documents or any federal, state or local statute or regulation. Nothing contained in this Declaration shall be construed so as to impose any duty upon Declarant or the Association to inspect the Common Areas or Lots for dangerous, unsafe or unsanitary conditions or compliance with the Governing Documents or any municipal, county, state or federal law, regulation or order.

11.8 Environmental Issues. Each Owner understands and acknowledges that the buildings, Limited Common Areas and Common Areas have been constructed on natural soil and that Declarant has taken steps to construct the buildings, Limited Common Areas and Common Areas in accordance with engineering requirements based on soil reports provided to Declarant. Each Owner understands and acknowledges that (1) due to the nature of natural soil; movement, shifting, and cracking may occur in sidewalks, driveways, patios, garage floors, foundations, walls, stucco, ceilings, etc., and (2) Declarant shall not be responsible for remedial efforts or costs related thereto necessary to remedy, repair or replace damage caused by the movement, shifting, and cracking in sidewalks, driveways, patios, garage floors, foundations, walls, stucco, ceilings. Each Owner further understands and acknowledges that mold is a type of fungus that occurs naturally in the environment and is spread by means of microscopic spores in the air. Residential home construction is not, and cannot be designed to exclude mold spores from a home or Unit. Mold spores may enter a Unit through open doorways, windows, and air conditioning systems. Spores in the air also attach themselves to people and animals. Although the vast majority of mold spores are not known to cause health problems, some molds have the

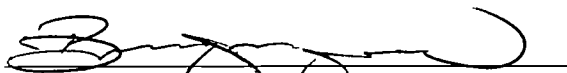
potential to cause health effects to individuals whose susceptibility is affected by existing sensitivities to allergies, underlying lung disease, and suppressed immune systems. Since mold spores exist everywhere naturally in the environment, mold cannot be prevented or removed entirely. Owners must take positive steps to eliminate excessive moisture in the Unit through: (a) regular vacuuming and cleaning; (b) reducing humidity in the home by adequate venting; (c) promptly repairing water leaks; (d) regularly maintaining the Units; and (e) performing routine visual inspections for mold growth and signs of leaks, moisture or water damage. The Declarant shall not be liable for any actual or special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to strict liability, breach of express or implied warranty, negligence or any other legal theory, with respect the presence and/or existence of molds, mildew and/or microscopic spores at the Project or any Unit. For purposes of this section, the term "Declarant" shall include, but not be limited to Declarant and its owners, managers, members, representatives, agents or employees.

11.9 Invalidity; Number; Captions; Recitals. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration. The recitals to this Declaration are incorporated herein and made a part of this Declaration.

11.10 Notice of Purchase or Lease. Immediately upon the purchase of any Lot, the Owner shall promptly inform the Association of the name and address of the Owner. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is thus acquired by it and the address of each Owner shall be deemed for all purposes to be the address of the Lot owned by that Owner unless the Board is otherwise advised in writing.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 23 day of MAY, 2023.

OQUENDO INVESTMENTS LLC
a Utah limited liability company

Sign: 
Print: BRANDO OQUENDO
Title: PRESIDENT

STATE OF UTAH)

SS:

County of Salt Lake)

Subscribed and sworn to before me on this 23rd day of May, 20 23 by
BRADEN OJENDO.

Taylor Josie
Notary Public



EXHIBIT A

(LEGAL DESCRIPTION)

Lots 1 - 6, LENNON LANE SUBDIVISION, according to the official plat thereof recorded with the office of the Salt Lake County Recorder, state of Utah.

First Parcel #: 22-30-403-062-0000

EXHIBIT B

BYLAWS

OF

LENNON LANE HOMEOWNERS ASSOCIATION

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1. DEFINITIONS

The definitions adopted by the Declaration are applicable to these Bylaws. In addition, a “Member,” when capitalized, means an Owner. “Director” means a member of the Board.

2. NOTICE, ELECTRONIC MEANS, HOA REGISTRY

2.1 Notice.

2.1.1. To Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may designate from time to time.

2.1.2. To Owners.

(a) Notice by Electronic Means. In any circumstance where notice or any other document is required to be provided to the Owners or an Owner, the Association may provide the notice or document by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. The Board may promulgate Rules and procedures facilitating the implementation of this section from time to time, including a requirement that Owners furnish the Association with a current email address.

(b) Sufficient Notice. Any written notice provided by the Association to an Owner shall be deemed effective and received by the Owner when it is sent. “Sent” means mailed, emailed, or hand delivered. “Mailed” means deposited in the US mail, properly addressed, first-class postage prepaid, whether delivery is proved or not. Notice must be properly addressed to such physical or electronic address as given in writing by the Owner to the Board or if no address has been so given, then to the Owner’s Lot or to an email address from which the Association has received email correspondence from the Owner. If a Lot is jointly owned, a notice or other document sent to only one of the foregoing physical or electronic addresses is sufficient. If three successive written notices given to an Owner have been returned as undeliverable, further notices to that Owner are not necessary but are deemed effective and received in any event until another address of the Owner is made known to the Association.

2.2 Conducting Business, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the Owner if the Board does so in good faith and has no reason to believe it is not the act of the Owner. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of that person. A writing includes any

document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by an Owner or by the Association.

2.3 Utah HOA Registry. The Association shall register with the Utah Department of Commerce's Homeowner Associations Registry (currently at <https://secure.utah.gov/hoa>) and provide (1) the name and address of the Association, (2) the name, address, telephone number, and, if applicable, email address of the chair of the Board, (3) contact information for the manager, if any, and (4) the name, address, telephone number, and, if the contact person wishes to use email or facsimile transmission for communicating payoff information, the email address or facsimile number, as applicable, of a primary contact person who has Association payoff information that a closing agent needs in connection with the closing of a Lot Owner's financing, refinancing, or sale of the Owner's Lot. The Association shall update the information stated in this Section with the Utah HOA Registry within 90 days after a change in any of the information.

3. ASSOCIATION: MEETINGS, VOTING, QUORUM

3.1 Annual Meetings. The Association shall hold an annual meeting of Members each year on the day and at a time and place within the state of Utah stated in the notice of such meeting.

3.2 Special Meetings. The Association, by and through the Board, shall notice, hold and conduct a special meeting of its Members: (1) on call of the president or any two members of the Board, or (2) if the Association receives one or more written demands for the meeting that state the purpose for which the meeting is to be held and are signed and dated by Owners in Good Standing holding of at least two of the Lots. When a special meeting is requested by the Owners, the Board shall set the time and date for the meeting so that the meeting occurs within 65 days of receipt of the request and if notice of the meeting is not given by the Board within 30 days after the date the written request is received by a Board member or the Manager, a person signing the request may set the time and place of the meeting and give notice pursuant to the requirements herein. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

3.3 Meetings by Electronic Communication. As determined by the Board, any meeting of the Association may be conducted by means of electronic communication that allows all Owners participating to be able to view or hear the proceedings in real time, including by online, virtual meeting.

3.4 Notice of Meetings. Written notice of each meeting of the Association Members shall be given by the Association in a fair and reasonable manner and shall be given to each Owner in Good Standing, in accordance with the notice requirements specified in these Bylaws, and sufficiently in advance to provide fair and reasonable notice of the meeting, as determined by the Board. Notice is fair and reasonable if given 10 days before the meeting, but shorter notice may also be fair and reasonable when all the circumstances are considered. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the Owners and, in the case of a special meeting, the purpose of the meeting. An Owner may waive any notice required to be given under the Governing Documents or by statute or

otherwise. The presence of an Owner in person at any meeting of the Owners shall be deemed such a waiver.

3.5 Member List. The Association shall have no obligation under Utah Code Section 16-6a-710 to prepare or make available a list of the names of its Members in connection with a meeting or action by written ballot.

3.6 Voting. Each Lot is allocated one vote, except Lots owned by Declarant which are allocated such votes as set forth in Article 6 of the Declaration.

3.7 Proxies and Absentee Ballots. At a meeting, an Owner may cast a vote in person or by proxy or, if permitted by the Board, by absentee ballot. All proxy appointments shall be in writing, dated and signed by the Owner and shall be filed with the secretary in accordance with any procedures adopted by the Board. A proxy given for a specific meeting shall be valid for any adjournment of that meeting, unless otherwise stated in the appointment of proxy. An appointment of a proxy is valid for 11 months unless a different period is stated in the appointment form. An appointment of a proxy is revoked by the person appointing the proxy: (1) attending any meeting and voting in person, (2) giving written notice to the Board that the appointment of the proxy is revoked, or (3) giving a subsequent appointment form to the Board.

3.8 Quorum of Owners.

3.8.1. Definition. "Quorum" means the minimum number of Owners necessary to make proceedings or an action valid. Once a quorum is established at a meeting it is not broken by the subsequent withdrawal of an Owner.

3.8.2. Quorum at Annual Meeting. At any annual meeting of the Association membership, a quorum is those Owners that are present or represented for any purpose, and at least one Board member present in person, except for matters for which the Declaration requires a different quorum.

3.8.3. Quorum at Special Meetings, Action without Meeting. At any special meeting of the Association membership, and for any action taken without a meeting, Owners holding fifty percent (50%) of the Association voting rights, represented in person or by proxy or who have cast a written ballot or written consent, and at least one Board member present in person, shall constitute a quorum. If any meeting or action of the Owners cannot be organized because of a lack of quorum, the Board may adjourn the meeting or action to a time at least 48 hours from the time of the meeting or action at which a quorum was not present, and the Owners of at least two Lots, represented in person, by proxy, by written ballot or written consent, shall constitute a quorum at that adjourned meeting or vote, except for matters for which the Declaration requires a different quorum.

3.9 Binding Vote. Action on a matter other than the election of Board members is approved and shall be binding for all purposes if a quorum exists and the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or the Governing Documents.

3.10 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the president, and by way of example, may include the following: (a) calling of the roll and certifying of proxies; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of the preceding meeting; (d) reports of officers; (e) reports of committees, if any; (f) election of Board members; (g) unfinished business; (h) new business; and (i) adjournment.

3.11 Meeting Procedure. Rules of order may be adopted by resolution of the Board, otherwise, the president shall conduct meetings and determine any procedures to be followed and shall have authority to fix the period of time allowed for the registration of Owners and the filing of proxies, to determine the order of business to be conducted at the meeting and to establish reasonable rules for expediting the business of the meeting (including any informal, comment, or question and answer portions). A decision of the Association may not be challenged on the basis that appropriate rules of order were not used.

3.12 Minutes of Owner Meetings. The secretary or other person the Board delegates shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Owners present in person or by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or otherwise decided in the meeting, (4) the number of votes cast for and against an issue, and (5) the exact wording of any item approved at the meeting. Failure to comply with this section does not invalidate any action taken at a meeting. Minutes are permanent records of the Association and shall be kept and made available in accordance with Section 7 below.

3.13 Action by Written Ballot without a Meeting. Any action that may be taken at any annual, regular, or special meeting of Owners may be taken without a meeting if the Association causes to be delivered a written ballot to every Owner entitled to vote on the matter not less than 15 days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. The ballot or a writing accompanying the ballot shall: (1) state the number of responses needed to meet quorum requirements; (2) state the percentage of approvals necessary to approve each matter; (3) specify the time by which a ballot must be received by the Association in order to be counted; and (4) be accompanied by written information sufficient to permit each person casting a ballot to reach an informed decision on the matter. In the event the action is for election of Board members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting.

3.14 Action without Notice and a Meeting. Any action required to be taken or which may be taken at a meeting of Owners may be taken without a meeting and without prior notice if one or more written consents, setting forth the action so taken, are signed by 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 entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty day period. Any such writing may be received by the Association electronically. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Association, unless the writings describing

and consenting to the action set forth a different effective date. Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

3.15 Voting by Joint Owners and Fiduciaries. Whenever any Lot is owned by two or more persons jointly, the vote of the Lot may be exercised or written consent given by any one of the Owners in the absence of protest by a co-Owner prior to the tallying of votes, so long as only one vote for that Lot is cast. In the event of a protest prior to the vote tally or if two or more conflicting votes are cast, the vote of the Lot shall be disregarded completely, except the vote shall count toward any quorum requirement. An executor, administrator, guardian, or trustee may vote with respect to any Lot owned or held in such capacity, whether or not the Lot has been transferred to the person's name; provided, that the secretary is satisfied that the person is the executor, administrator, guardian, or trustee holding the Lot in such capacity.

3.16 Record Date – Determining Owners Entitled to Notice and Vote. Unless a different date is set by the Board, the Owners entitled to notice of a meeting are the Owners reflected in the Association's records at the close of business on the business day before the day notice is given. The Owners entitled to vote at an Association meeting are the Owners: (1) reflected in the Association's records on the date and time of the start of the meeting, and (2) who are otherwise eligible to vote. The Owners entitled to vote in an action under Sections 3.13 or 3.14 are the Owners: (1) on the date the first written consent or ballot is solicited or sent, and (2) who are otherwise eligible to vote.

3.17 Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Owner to vote, the required procedures and process for a vote of the Owners, or as to the result of any vote of Owners, the Board shall act as arbitrator and the decision of a majority of the disinterested and independent directors present at a meeting of the Board (including the decision of a single disinterested and independent director, if only one), whether or not those independent directors constitute a quorum, shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon as such in accordance with Utah law.

4. BOARD: SELECTION, ELECTION, TERM OF OFFICE

4.1 Number, Term and Qualifications.

4.1.1. Number. The affairs of the Association shall be governed by a Board of Directors composed of three Board members.

4.1.2. Term. The term of a Board member is two years. Elections shall be staggered so all Board members are never elected in the same year. Despite the expiration of a Board member's term, a Board member continues to serve until the Board member's successor is elected.

4.1.3. Qualifications. A Board member must be an Owner or the spouse of an Owner. If a Lot is owned by an entity, a representative of the entity, and only one such representative, may serve on the Board, such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a trustee or beneficiary of a trust, or a personal representative of an estate, may serve

on the Board if the corporation, LLC, partnership, trust or estate owns a Lot as an Owner. An Owner is ineligible to serve on the Board and is automatically dismissed from that position if payment of any Assessment levied against the Owner's Lot is more than 60 days past due.

4.2 Nomination. Nomination for election to the Board shall be made in the manner determined by the Board, which may include a nominating committee, nominations from the floor at a meeting, or the requirement that nominations (including self-nominations) be made by petition filed with the Association a specified number of days prior to the annual meeting, which petition shall be signed by the nominee named therein indicating the nominee's willingness to serve as a member of the Board, if elected. The Board may, but is not obligated to, inquire of the Owners to identify those having an interest in serving on the Board. The Board or, if established, the nominating committee, shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies. Self-nomination of candidates who qualify for election shall be permitted, provided they comply with any procedures for self-nomination stated herein or determined by the Board.

4.3 Election. At the election, the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting in an election shall be by written ballot. The persons receiving the largest number of votes shall be elected. If only one candidate has been nominated for a position and there is no possibility for another candidate to be nominated under the procedures determined by the Board, the president may declare the nominee elected without a formal vote. Cumulative voting is not permitted. In the event of a tie between two or more candidates, the Board shall determine whether to hold another vote or to settle the tie by drawing lots where slips of paper with the names of the candidates are placed in a bowl and a person selected by the president draws a name from the bowl. The Board, or the Owners by vote under Section 3.9 above, may choose to conduct a vote by a secrecy procedure where either: (1) an electronic method is used that ensures the secrecy of the process while allowing ballots to be tracked to ensure the integrity of the vote, or (2) a printed ballot is accompanied by: (i) a secrecy envelope, (ii) a return identification envelope to be signed by the Owner, and (iii) instructions for marking and returning the ballot. Printed ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed and shall be handled and counted in a manner that ensures the secrecy of the process.

4.4 Vacancies. Vacancies on the Board, unless caused by the removal of a Board member by a vote of the Owners under Section 4.6, shall be filled for the balance of the term by vote of a majority of the remaining Board members even if they constitute less than a quorum. Each person so elected shall be a Board member until a successor is elected upon expiration of the term the person was elected by the other Board members to serve.

4.5 Compensation. No Board member shall receive compensation for service as a Board member, except that, if all of the Board members unanimously agree or if voted on and approved by the Owners, each Board member may be compensated in an amount, per year, equal to the Annual Assessment applicable to that Board member's Lot. Additionally, any Board member may be reimbursed for actual expenses incurred in the performance of the Board member's duties.

Nothing herein shall preclude a Board member from receiving compensation for any other service performed for the Association other than as a Board member.

4.6 Removal of Board Members.

4.6.1. At any annual or special meeting, any one or more of the Board members may be removed, with or without cause, by a majority of the Total Votes. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Board member whose removal has been proposed by the Owners may be given an opportunity to be heard at the meeting.

4.6.2. A Board member who is absent from three consecutive regular meetings of the Board or from more than 25% of the regular Board meetings held in any 12 month period shall be deemed to have tendered the Board member's resignation, and upon acceptance by the Board the position shall be vacant. Such a vacancy, and a vacancy created by automatic dismissal under Section 4.1.3 for failure to pay an Assessment, shall be filled as provided in Section 4.4 above.

5. BOARD MEETINGS

5.1 Meeting Definition. "Meeting," when capitalized in this Section, means a gathering of the Board, whether in person or by means of electronic communication in real time under Section 5.5, at which the Board can take binding action.

5.2 Notice.

5.2.1. Notice to Board Members.

(a) Regular Meetings. Regular Meetings of the Board shall be held at the place and hour fixed from time to time by the Board. If so fixed in a schedule previously provided to Board members, no further notice need be given to Board members, otherwise, the Association shall give written notice via email to each Board member at least 48 hours before the Meeting.

(b) Special Meetings. Special Meetings of the Board shall be held when called by the president or by any two Board members, after not less than 48 hours' notice to each Board member by mail, email, text or telephone (or other method agreed upon in advance by all Board members) unless waived pursuant to 5.7 below or unless the Meeting is called to address an emergency, in which case notice shall be provided to each Board member that is fair and reasonable under the circumstances. The notice of special Meeting provided to Board members must state the time, place and purpose of the Meeting.

5.2.2. Notice to Owners. At least 48 hours before a Board Meeting, the Association shall give written notice of the Meeting via email to each Owner who requests notice of a Board Meeting ("Meeting Notice"). unless notice of the Meeting is included in a Meeting schedule that was previously provided to the Owner or the Meeting is to address an emergency and each Board member receives notice of the Meeting less than 48 hours before the Meeting. A Meeting Notice shall: (1) be delivered to the Owner by email, to the email address that the Owner provides to the

Association; (2) state the time and date of the Meeting; (3) state the location of the Meeting; and (4) if a Board member may participate by means of electronic communication under Section 5.5 below, provide the information necessary to allow the Owner to participate by the available means of electronic communication so that the Owner may view or hear the proceedings in real time.

5.3 Meeting Procedure. Formal rules of order shall only apply to any Board Meeting or Association meeting inasmuch as one or more such rules of order are adopted by the Board for such use. Meetings of the Board shall be conducted by the president. Failure to comply with Section 5.4 or with appropriate rules of order does not invalidate any action taken at a meeting.

5.4 Open Board Meetings; Executive Sessions.

5.4.1. Period of Administrative Control. During the Period of Administrative Control, the Association shall hold a meeting that complies with this Section 5.4 at least once each year and each time the Association increases a fee or raises an Assessment. Otherwise, the provisions of this Section 5.4 do not apply during the Period of Administrative Control.

5.4.2. Open Board Meetings. Except as provided in subsection 5.4.3, all Meetings of the Board shall be open to Owners. At each Meeting, the Board shall provide each Owner a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the Meeting and may limit the time allotted to each Owner so long as the time allotted is determined by a majority of the Board members present. Beyond such comment period, no Owner shall have a right to participate in the Board Meeting unless the Owner is also a member of the Board. The president or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board Meeting. The Board may adopt policies governing Meetings from time to time, including policies to reflect current Utah law (which Utah law may change more frequently than these Bylaws). If such Utah law supersedes any provision of these Bylaws, the policy adopted by the Board shall also supersede these Bylaws to the extent the policy restates then current Utah law.

5.4.3. Executive Sessions. In the discretion of the Board, the Board may close a Board Meeting and adjourn to executive session to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) discuss a delinquent assessment or fine.

5.4.4. Executive Session Procedure. Except in the case of an emergency, the Board shall vote in an open Meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the Meeting.

5.5 Meetings by Electronic Communication in Real Time. As determined by the Board, Meetings may be conducted by means of electronic communication that allows all members of the Board participating to be able to communicate orally in real time.

5.6 Minutes of Board Meetings. The secretary (or other person as the Board may delegate) shall take minutes of all Board meetings. The minutes shall include, at a minimum, (1) the identification of the Board members present, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any item approved at the meeting. Failure to comply with this section does not invalidate any action taken at a meeting. Minutes are permanent records of the Association and shall be kept and made available in accordance with Section 7.

5.7 Waiver of Notice. A Board member may, at any time, waive notice of a Meeting in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at a Meeting shall constitute a waiver of notice, except where the Board member attends for the express purpose of objecting to the transaction of any business because the Meeting is not lawfully called or convened. If all Board members are present at any Meeting, no notice to Board members is required and any business may be transacted at the Meeting.

5.8 Quorum and Acts; Board Proxies. At all Meetings of the Board, a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members represented shall be the acts of the Board. If, at any Meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the Meeting to another time without further notice, and at any such adjourned Meeting any business which might have been transacted at the Meeting as originally called may be transacted.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Board member may be considered to be present at a Meeting and so vote if the Board member has granted a signed written proxy: (1) to another Board member, or other person, who is present at the Meeting; and (2) authorizing the other Board member or person to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy (a directed proxy).

5.9 Action by Board without a Meeting.

5.9.1. Notice, Response. Subject to subsection **Error! Reference source not found.**, the Board may take any action (e.g., vote on any matter) in the absence of a Meeting which it could take at a Meeting if either:

- (1) all Board members vote in favor of the action in writing, or
- (2) if notice of the vote is sent to each Board member and no Board member demands that action not be taken without a meeting. The action must receive the number of votes that would be necessary to take such action at a meeting at which all of the Board members then in office were present and voted.

5.9.2. Content of Notice. The notice required by subsection 5.9.1(2) (the “Notice”) shall include: (1) the action to be taken; (2) the time by which a Board member must respond to the Notice; (3) that failure to respond by the time stated in the Notice will have the same effect as abstaining in writing by the time stated in the Notice, and failing to demand in writing by the time stated in the Notice that action not be taken without a Meeting.

5.9.3. Waiver of Meeting. A Board member’s right to demand that action not be taken without a Meeting is waived unless the Association receives such demand from the Board member in writing by the time stated in the Notice.

5.9.4. Revocation. A Board member may revoke in writing a vote, abstention, or demand that action not be taken without a Meeting at any time before the time stated in the Notice.

5.9.5. Electronic Transmission. Any communication, including under this Section, may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation is considered to be written, signed, and dated for purposes of this Section if the transmission is delivered with information from which the Association can determine that the transmission is transmitted by the person (e.g., from a sender’s known email account), and the date on which the electronic transmission is sent. The date sent is considered the date signed. For purposes of this Section 5, communications to the Association are not effective until received.

5.9.6. Record of Action. A record of an action taken by the Board without a Meeting shall be kept as a permanent record in accordance with Section 7 below and the law.

6. OFFICERS AND THEIR DUTIES

6.1 Designation and Qualification.

6.1.1. Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Board may designate the office of assistant treasurer and assistant secretary. Officers shall have such authority and perform such duties as the Board may, from time to time, determine. An officer shall hold office for such period as the Board determines when the officer is elected by the Board members, and if no such determination is made, an officer shall hold office for one year.

6.1.2. Qualifications. The principal officers must be Board members (and shall cease to be an officer upon ceasing to be on the Board). Any Board member may be an officer of the Association.

6.1.3. Multiple Offices. A person may simultaneously hold more than one office.

6.1.4. Special Appointments. The Board may appoint 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.

6.2 Election and Vacancies. The members of the Board shall elect the principal officers of the Association at a Meeting or by action without a Meeting. An officer serves until the sooner of: (1) the expiration of the officer's term as a Board member, or (2) the election of the officer's successor. If any office becomes vacant for any reason, the Board shall elect a successor to fill the unexpired term.

6.3 Resignation. Any officer may resign at any time by giving written notice to a Board member. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

6.4 Removal of Officers. Officers shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause.

6.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer, unless the compensation is approved by a vote of the Owners. The Board may fix any compensation to be paid to an officer who is not a Board member. An officer may be reimbursed for actual expenses incurred in the performance of the officer's duties.

6.6 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and the Board. The Board may prescribe, expand or limit the authority and duties of officers, despite anything to the contrary in this Section 6.6. The Board may delegate any powers or duties of officers to other persons or agents as the Board deems necessary or appropriate from time to time. Any principal officer may execute, certify, and record amendments to the Declaration on behalf of the Association in accordance with the amendment provisions of the Declaration. Subject to any expansion or limitation of the authority and duties of an officer by the Board, the general duties of the principal officers are as follows.

6.6.1. President. The president shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The president shall preside at all meetings of the Association and of the Board. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments, including amendments to the Governing Documents.

6.6.2. 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, and shall exercise and discharge such other duties as may be required by the Board. The vice-president shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

6.6.3. Secretary. The secretary shall prepare and maintain the minutes of all Meetings of the Board and the minutes of all meetings of the Association. The secretary shall keep and make available records in the manner required by Section 7.2.4. The secretary is responsible for the preparation, maintenance and preservation of the records and information required to be kept by

the Association under Section 7 of these Bylaws, by the Act, and by Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act, and has charge of such books, papers and records as the Board may direct. The secretary is responsible for authenticating records of the Association, and in general, shall perform all the duties incident to the office of secretary. The Board may delegate to another person, including a Manager, any of the duties of the secretary.

6.6.4. Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a Manager, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in records belonging to the Association and for cooperating with the secretary to ensure financial records are kept and made available in accordance with Section 7 of these Bylaws and the law. The treasurer is responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by the Board.

7. RECORDS AND AUDITS

7.1 Records Kept. The Association shall maintain within the state of Utah all documents, information and other records of the Association in accordance with the Governing Documents, the Community Association Act and the Utah Revised Nonprofit Corporation Act.

7.2 General Records.

7.2.1. Permanent Records. The Association shall keep as permanent records: (1) the Declaration, Bylaws and Articles of Incorporation, (2) minutes of all meetings of the Association and of the Board, (3) a record of all actions taken without a meeting by the Association or the Board, (4) a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and (5) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board.

7.2.2. Resolutions and Rules. The Association shall maintain (1) a record of the Rules and policies adopted by the Association, (2) appropriate accounting records, and (3) a record of its Members in a form that permits preparation of a list of the name and address of all Members in alphabetical order and showing the number of votes each Member is entitled to vote.

7.2.3. Assessment Roll. There shall be an account for each Lot in the assessment roll. The account shall designate the Lot number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

7.2.4. Certain Records.

(a) The Association shall keep and make available to Owners without charge, through the Association website, or, if the Association does not have an active website, then physical copies of the documents shall be made available to Owners during regular business hours at the Association's address registered with the Department of Commerce's Utah HOA Registry, a

copy of the Association's: (1) Governing Documents, (2) most recent approved minutes, and (3) most recent budget and financial statement.

(b) In addition, the Association shall keep a copy of each of the following records at its principal office (copies of such records kept electronically by an Association officer or manager shall satisfy this requirement regardless of where located as long as such electronic records are capable of being transmitted to, or viewed by, others, such as via email from an electronic storage medium or via website): (1) all Governing Documents; (2) the most recent reserve analysis; (3) the certificate of insurance for each insurance policy the Association holds; (4) the minutes of all Association meetings for a period of three years; (5) records of all action taken by Owners without a meeting, for a period of three years; (6) all written communications to Owners generally as Owners for a period of three years; (7) a list of the names and business or home addresses of the current Board members and officers; (8) a copy of its most recent annual report (annual renewal) delivered to the Division of Corporations under Utah Code § 16-6a-1607; and (9) all financial statements prepared for periods ending during the last three years, if any, that show in reasonable detail the assets and liabilities and results of the operations of the Association.

7.2.5. Form of Records. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. "Written form" does not mean exclusively paper form. The Association may maintain any of its records by retaining an electronic record of the information in the record that: (1) accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise, and (2) remains accessible for later reference.

7.3 Financial Reports and Audits. Upon written request by an Owner, an annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to the person making the request within ninety days after the end of each fiscal year. From time to time, the Board, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association.

7.4 Availability of Records to Owners. An Owner is entitled to inspect, copy or receive records of the Association in accordance with Section 7.2.4(a) above and this Section 7.4.

7.4.1. Owner May Elect Method. An Owner may elect whether to: (1) view and copy records in person, (2) receive hard copies of records, or (3) receive the records electronically.

(a) In Person. If an Owner elects to view and copy records in person, the Owner must bring imaging equipment to the inspection which shall be at a reasonable place, and during such hours, specified by the Association and the Association shall provide the necessary space, light, and power for the imaging equipment.

(b) Receive Hard or Electronic Copies. If an Owner elects to receive hard copies of records or to receive records electronically, the Owner may request a recognized third party duplicating service to make the copies and any necessary electronic scans of documents, in which case, the Association shall arrange for the delivery and pick up of the original documents, and the

Owner shall pay the duplicating service directly. If the Association makes the copies or electronic scans, the Owner shall pay the Association the reasonable cost of the copies or of any necessary electronic scans of documents, which may not exceed: (1) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (2) if an agent of the Association makes the copies or any electronic scans, 10 cents per page and \$15 per hour for the person's time making the copies or electronic scans.

7.4.2. Availability of Records Kept at Principal Office. An Owner shall give the Association written request at least 5 business days before the date on which the Owner wishes to inspect, copy or receive any of the records in subsection 7.2.4(b) above.

7.4.3. Availability of Other Records - Proper Purpose Required. To request any records of the Association other than records in subsection 7.2.4(b) above, an Owner shall give the Association written request at least 5 business days before the date on which the Owner wishes to inspect, copy or receive such records and: (1) the request must be made in good faith and for a proper purpose; (2) the Owner must describe with reasonable particularity both the purpose and the records the Owner desires to inspect; and (3) the records must be directly connected with the described purpose.

7.4.4. Redaction; Records Not Subject to Inspection. The Association may redact a Social Security number, a bank account number, and any communication subject to attorney-client privilege from any document the Association produces for inspection or copying. The Board may withhold from inspection or copying any records: (1) considered by the Board in executive session and the minutes of any executive session, or (2) that in its reasonable business judgment would constitute an unwarranted invasion of privacy (including, if so determined by the Board, a list of phone numbers or email addresses of Owners) or involve pending or anticipated litigation or contract negotiations.

8. LIABILITY; INDEMNIFICATION OF DIRECTORS

8.1 No Volunteer Liability.

8.1.1. No volunteer providing services for the Association, including a volunteer Board member or officer, incurs any of the following if (a) the individual was acting in good faith and reasonably believed the individual was acting within the scope of the individual's official functions and duties with the Association, and (b) the damage or injury was not caused by an intentional or knowing act by the volunteer which constitutes illegal, willful, or wanton misconduct: (1) legal liability for any act or omission of the volunteer while providing services for the Association, and (2) personal financial liability for any (i) contract claim under any agreement, instrument or transaction entered into by such person on behalf of the Association, (ii) tort claim or other action seeking damage for an injury (including physical, nonphysical, economic, and noneconomic damage) arising from any act or omission of the volunteer while providing services for the Association, or (iii) any claim arising out of the use, misuse or condition of any part of the Property that might in any way be assessed against or imputed to the volunteer as a result of or by virtue of their capacity as a volunteer, director, officer or committee member, including by any victim of a crime occurring at the Property.

8.1.2. "Volunteer" means any individual performing services for the Association who does not receive anything of value from the Association for those services except reimbursements for expenses actually incurred and annual compensation equal to no more than the annual assessment amount per Lot.

8.1.3. The protection against volunteer liability provided by this Section does not apply (1) to injuries resulting from a volunteer's operation of a motor vehicle, or (2) when a suit is brought by an authorized officer of a state or local government to enforce a federal, state, or local law.

8.2 Indemnification. Each officer and Board member shall be indemnified by the Association to the fullest extent permitted by law, including the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities incurred by such person in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which the person is or may be a party by reason of being or having been a Board member or officer of the Association, and upon submitting notice to the Association of any such action, suit or proceeding, the Association shall undertake all costs of defense and advancement of loss to the fullest extent permitted by law, until and unless it is proven that the alleged damage or injury was caused by an intentional or knowing act by the person which constitutes illegal, willful, or wanton misconduct. Upon such proof, the Association is not liable for such cost of defense or loss, and may recover amounts already expended from the officer or Board member who so acted. The right to indemnification provided by this section shall not be exclusive of any other rights to which the Board member or officer may be entitled by law or agreement or otherwise. Punitive damages may not be recovered against the Association.

9. AMENDMENTS

Approval of a majority of the voting rights of all Owners is required to amend these Bylaws, except that certain provisions in Sections 2.3 and 5.4 and Article 7 of these Bylaws reflect requirements or limitations imposed by law at the time of adoption of these Bylaws and are included for that reason. If such a restriction or limitation is changed or removed in the law after recording of these Bylaws, the Board may change the applicable section to restate or reflect then current law by adopting and recording an amendment to these Bylaws and no approval of the Owners is required. An amendment shall not be effective until certified by the president of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded against the Lots in the records of the county recorder.

10. MISCELLANEOUS

10.1 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

10.2 Invalidity, Number and Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

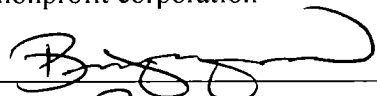
10.3 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

10.4 Conflict. 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.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officer on this 23 day of MAY, 2023.

**LENNON LANE HOMEOWNERS
ASSOCIATION**

a Utah nonprofit corporation

Sign: 

Print Name: BRAUDO OJEDA

Title: _____