



W2578418

E# 2578418 PG 1 OF 41
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
29-May-12 09:12 AM FEE \$134.00 DEP SC
REC FOR: HELGESEN WATERFALL & JONES
ELECTRONICALLY RECORDED

RESTATED AND AMENDED

DECLARATION

OF

COVENANTS, CONDITIONS & RESTRICTIONS

MOUNTAIN MEADOWS

SINGLE UNIT

CONDOMINIUM

06-206-0001 thru 0006

07-477-0001 thru 0003

06-185-0002, 0005 thru 0007

07-361-0001 thru 0003

06-185-0009 thru 0012

06-185-0014 thru 0018

06-185-6022

06-206-0009 thru 0014

May 2012

TABLE OF CONTENTS

ARTICLE		PAGE
1	DEFINITIONS.....	3
2	SUBMISSION TO THE ACT.....	5
3	COVENANTS, CONDITIONS AND RESTRICTIONS.....	5
4	STATUS AND AUTHORITY OF THE BOARD.....	8
5	ASSESSMENTS.....	12
6	SERVICE OF PROCESS.....	15
7	ARCHITECTURAL CONTROL.....	15
8	INSURANCE.....	16
9	RESERVE FUND.....	18
10	DAMAGE TO PROJECT.....	19
11	MORTGAGE PROTECTION CLAUSE.....	20
12	DISPUTE RESOLUTION AND LIMITATION ON LITIGATION.....	22
13	RESTRICTION ON RENTALS.....	25
14	GENERAL PROVISIONS.....	28
EXHIBIT A	LEGAL DESCRIPTION	
EXHIBIT B	BYLAWS	
EXHIBIT B-1	RECORD RETENTION SCHEDULE	

**RESTATED AND AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
MOUNTAIN MEADOWS
SINGLE UNIT CONDOMINIUM**

This Restated and Amended Declaration of Covenants, Conditions and Restrictions of Mountain Meadows Single Unit Condominium ("Restated Declaration") is made and executed by and between the Owners of Homes in Mountain Meadows Single Unit Condominium a Utah Condominium Project, Phases 1, 2, 3 and 4, (Mountain Meadows) on the date shown below after being voted on and approved by the Owners in accordance with the governing documents for each of the various phases of Mountain Meadows. The Owners of Homes in the four phases of Mountain Meadows shall collectively be referred to hereinafter as the "Homeowners."

RECITALS:

- A. Capitalized terms in this Restated Declaration are defined in Article I below.
- B. The Homeowners hold fee simple title to the Homes and the associated Common Area and improvements located on real property in Weber County, Utah, more particularly described in Exhibit "A" attached to this Restated Declaration. The Common Area within Mountain Meadows is shown on the Plat Maps for Mountain Meadows, Phases 1 through 4, recorded in the office of the County Recorder for Weber County, State of Utah.
- C. By this Restated Declaration the Homeowners intend to continue the common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the property and the interests therein conveyed as a condominium Project consisting of single family residences in accordance with the terms hereof.
- D. The Homeowners do hereby specifically provide that the provisions of this Restated Declaration and of the Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated) shall apply to the property described herein as Exhibit "A," including any Homes or other improvements constructed or placed thereon.
- E. Mountain Meadows Single Unit Condominium, Phase 1, was created by recording the Phase 1 Plat Map and the "Declaration of Condominium of Mountain Meadows Single Unit Condominium, Phase One," on May 6, 1980, in Book 1355, Page 73, Entry Number 810158 in the Office of the Weber County Recorder (the "Phase 1 Declaration").
- F. Mountain Meadows Single Unit Condominium, Phase 2, was created by recording the Phase 2 Plat Map and the "Supplementary Declaration of Covenants, Conditions and Restrictions"

on April 27, 1981, in Book 1380, Page 1323, Entry Number 834548, in the Office of the Weber County Recorder (the "Phase 2 Declaration").

- G. Mountain Meadows Single Unit Condominium, Phase 3, was created by recording the Phase 3 Plat Map, and the "Declaration of Condominium, Mountain Meadows Single Unit Condominium, Phase Three," Phase 3, on June 12, 1989, in Book 1562, Page 1555, Entry Number 1081045, in the Office of the Weber County Recorder (the "Phase 3 Declaration").
- H. Mountain Meadows Single Unit Condominium, Phase 4, was created by recording the Phase 4 Plat Map, and the "Amendment to Declaration of Condominium, Mountain Meadows Single Unit Condominium," on July 14, 1995, in Book 1763, Page 2283, Entry Number 1353838, in the Office of the Weber County Recorder (the "Phase 4 Declaration").
- I. There are 36 homes built on 38 Lots in the four phases of Mountain Meadows Single Unit Condominium.
- J. The Declarations referred to above in Recitals E, F, G & H have been amended from time to time as reflected on the Weber County Records.
- K. The purpose and intent of this Restated Declaration are to restate, replace and amend the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, and the Phase 4 Declaration, and the various amendments to these documents (which declarations, amendments and Association Bylaws shall collectively be referred to herein as the "Governing Documents"), and to subject all Homes within Mountain Meadows to one set of covenants, conditions and restrictions as set forth in this Restated Declaration.
- L. Mountain Meadows Single Unit Condominium, Phase 1, was created by recording the Phase 1 Declaration on May 6, 1980. Mountain Meadows was expanded by the addition and creation of the Phase 2 Declaration, on April 27, 1981. The first two phases of Mountain Meadows have been governed by a common set of restrictive covenants recorded on the records of Weber County on May 6, 1980, as Entry Number 810158. Mountain Meadows Phase 3 was created when the Phase 3 Declaration was recorded on June 12, 1989, and expanded on July 14, 1995, when the Phase 4 Declaration was recorded. The last two phases of Mountain Meadows, Phases 3 & 4, were governed by a common set of restrictive covenants recorded on the records of Weber County on June 12, 1989, as Entry Number 1081045. The May 6, 1980 Declaration and the June 12, 1989 Declaration, though substantially similar to each other contained some provisions that were not consistent with each other, which differences have never been reconciled between the various versions of the Declarations governing the four phases of Mountain Meadows. One of the purposes of this Restated Declaration is to replace all prior Governing Documents so that all four phases of the Project are governed by this Restated Declaration.

NOW, THEREFORE, to accomplish the Homeowners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing Phases 1 through 4 of the Project. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation of the Mountain Meadows Single Unit Condominium Homeowners Association, Inc., a Utah nonprofit corporation, and the Articles of Incorporation on file with the State of Utah; and, any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify the legal status of the Project.

It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and for the benefit of the Association and all Homeowners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

Article 1 DEFINITIONS

When used in this Restated Declaration (including that portion hereof captioned "recitals" and in the Bylaws attached hereto as Exhibit "B") the terms used shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context otherwise requires.

- 1.1 **Act** shall mean and refer to the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953) as the same may be amended from time to time.
- 1.2 **Association** shall mean and refer to Mountain Meadows Single Unit Condominium Homeowners Association, Inc., a Utah nonprofit corporation.
- 1.3 **Board or Board of Directors** shall mean and refer to the governing body of the Association as set forth herein and in the Bylaws.
- 1.4 **Bylaws** shall mean and refer to the Bylaws of the Mountain Meadows Single Unit Condominium Homeowners Association, Inc., a Utah nonprofit corporation, attached hereto as Exhibit "B," and hereby incorporated and accepted as one of the Governing Documents of the Association.
- 1.5 **Common Areas or the Common Areas and Facilities** shall mean and refer to and include:

- (a) All private roads, and drives as shown on the Plat Maps for each phase as recorded in the Weber County Recorders Office, excluding any property included within a Lot.
 - (b) All sidewalks abutting a street and provided for general public use (but not those leading to any Home and located on an Owner's Lot), parking or other areas described as Common Areas on the Plat Map.
 - (c) All drainage easements, dams, flood easements and rights of way or easements as may be necessary for water, sewage or other utility shall be limited Common Areas.
 - (d) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.
 - (e) Each Owner shall have an equal and undivided interest in the Common Area.
- 1.6 **Common Expenses** shall mean all items, things and sums described in the Act which are lawfully assessed against the Homeowners in accordance with the provisions of the Act, this Restated Declaration, the Bylaws, such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Board of Directors, the Homeowners, as hereinafter mentioned, may from time to time adopt.
- 1.7 **Home** shall mean and refer to the residential structure located on a Lot. Each Home is intended for independent use as a single family residence. All structures shall be built within the shaded area on the Plat Maps.
- 1.8 **Homeowner or Owner** shall mean and refer to the Owner of the fee in a Lot and the percentage of undivided interest in the Common Areas which is appurtenant thereto. In the event a Lot is the subject of an executory contract of sale, the contract buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Board in writing of such agreement, be considered the Homeowner for the purposes of voting.
- 1.9 **Lot** shall mean each numbered parcel of property in Mountain Meadows subdivision as indicated on the Plat Map for each of the phases in the Project.
- 1.10 **Map or Plat Map** shall mean and refer to the Record of Survey Map on file in the Weber County Recorders Office in connection with each of the four phases of Mountain Meadows Single Unit Condominium.
- 1.11 **Mortgage** shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.
- 1.12 **Mortgagee** shall mean any person named as a mortgagee and shall include a beneficiary under or holder of a deed of trust.

- 1.13 **Project** shall mean and refer to all the real property located within the four phases of the Mountain Meadows subdivision and as shown on the Plat Maps.
- 1.14 **Restated Declaration** shall mean and refer to this Restated Declaration.

**Article 2
SUBMISSION TO THE ACT**

- 2.1 The Homeowners hereby confirm that the Lots and Homes identified in Exhibit "A," attached hereto and located within the Project are submitted to the provisions of the Act.

Reserving to the Association any and all water or water rights, ditch rights or other claims for any water which may be appurtenant to or conveyed to the Association or Homeowners.

Further reserving to the Association a perpetual non-exclusive easement over and upon and across the accessible Common Areas of this Project for the purpose of diverting, utilizing or otherwise managing any water or water rights reserved by the Association. The Association further reserves to itself the right to sell, transfer, convey or otherwise deal with any and all water or water rights, ditches, streams, pipes or other waterway as it best determines, and a perpetual easement is maintained in the Common Areas for such waterways. Provided, however, said water ways shall not adversely affect any Lot or the use thereof, and any and all development and/or use of waterways shall be consistent with, and in harmony with the total development of Mountain Meadows.

**Article 3
COVENANTS, CONDITIONS AND RESTRICTIONS**

The foregoing submission is made upon and under the following covenants, condition and restrictions:

- 3.1 **Description and Legal Status of Homes.** The Maps show the number of each Lot and its location, the dimensions from which its area may be determined, and the common areas of the Project.
- 3.2 **Exhibit "A" Contents.** Exhibit "A" attached to this Restated Declaration and made a part hereof furnishes the legal description and tax identification number for each of the Lots.
- 3.3 **Common and Limited Common Areas.** The Common Areas contained in the Project are described and identified in Article I hereof and in the Maps. The percentage of undivided interest in the Common Areas shall not be separated from the Lot to which it appertains, and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Lot to which they relate.

- 3.4 **Holding Title.** Title to a Lot may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including but without limitation, joint tenancy or tenancy in common.
- 3.5 **No Separation.** No part of a Lot or of the legal rights comprising Ownership of a Lot may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Lot and the undivided interest in the Common Areas appurtenant to such Lot, shall always be conveyed, devised, encumbered, and otherwise transferred together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Lot or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance or conveyance, respectively of the entire Lot, together with all appurtenant rights created by law or by this Restated Declaration.
- 3.6 **No partition.** The Common Areas shall be owned in common by all the Homeowners and no Owner may bring action for partition thereof.
- 3.7 **Use of Common Areas.** Subject to the limitations contained in the Restated Declaration, any Lot Owner shall have the nonexclusive right to use and enjoy the common areas.
- 3.8 **Lot and Home Maintenance by Owners.**
- (a) Each Owner or occupant shall have the exclusive right and obligation, at his sole cost and expense, to maintain, repair, paint, or to otherwise care for his Lot and for the exterior and interior of each structure located within his Lot, including his Home.
 - (b) Each Lot shall be landscaped and maintained in a manner compatible to the other Lots in the Project. The architectural control board shall be the judge as to whether a Lot or Home is being maintained in a manner which is compatible with other Lots and Homes in the Project. Each Owner or occupant shall bear the expenses of landscaping and maintaining each Lot and Home.
 - (c) Each Lot and Home shall be maintained by the Owner thereof so as not to detract from the appearance of the other Lots and Homes in the Project and so as not to affect adversely the value or use of any other Lot or Home. Lawns shall be watered and mowed on a regular basis so as to be neat and attractive and weeds kept to a minimum.
 - (d) Each Owner shall be responsible for snow removal from the Owner's driveway and sidewalks located on the Owner's Lot, and shall be responsible to maintain, repair and replace any driveway and sidewalk. Each Owner shall be responsible to maintain, repair and replace all utility lines located on the Lot beginning at the point the utility line leaves the Common Area and enters the Lot (excepting the fire hydrants and water lines serving the fire hydrants, which will be maintained by the Association).

3.9 Maintenance of Common Areas & Utilities by the Association.

- (a) The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make it appropriately usable in conjunction with the Lots and to keep it clean, functional, attractive and generally in good condition and repair. The Association shall maintain the following: the privately owned water lines and fire hydrants located in the streets, and replacement and maintenance of streets and sidewalks located in the Common Area. Sidewalks located in the Common Area and in front of a Lot's driveway shall be maintained and repaired at the expense of the Association, including snow removal. The Association will be responsible for plowing snow from streets but will not be liable for the timeliness of snow removal nor for icy or slick streets.
- (b) The Association shall be responsible for the repair and replacement of utility lines in the Common Area if not maintained by the utility company. The Association shall keep the area immediately around the Association's fire hydrants located on Owner's Lots clear of growth or interference so as to permit ready access to the fire hydrants. Lot Owners acknowledge the right of the Association to enter the Owner's Lot to service a fire hydrant and may not landscape or plant any vegetation on the Lot that may interfere with access to or use of the fire hydrants.

3.10 Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Lot or Home, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Lot encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Lot, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the Lot, by error in the Map, 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.

3.11 Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Lots or may be conveniently accessible only through the Lots. The Owners of the other Lots shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Lot and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Lot or Home. The Association shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Lot or Home resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Lot at the instance of the Association or of the Homeowners, shall be the expense of the Association or other Homeowner provided, that if such damage is the result of negligence of the Owner of a Lot, then such Owner shall be financially responsible for all

such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to this Restated Declaration.

- 3.12 **Right of Ingress, Egress, Lateral Support.** Each Homeowner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Lot, and each Owner shall have the right to the horizontal and lateral support of a Lot and Home.
- 3.13 **Easement to Board of Directors.** The Board shall have nonexclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Restated Declaration.
- 3.14 **Easement for Utility Services.** There is hereby created a blanket easement upon, across, over and under the real property within the Project for ingress, egress, installation, replacing, repairing and maintaining all utilities, including by not limited to, water, sewers, gas, telephones, electricity, and other utility services.

Article 4 STATUS AND AUTHORITY OF THE BOARD

- 4.1 **Board's Authority.** Except as hereinafter provided, the Association and Project shall be managed, operated, and maintained by the Board of Directors as agent for the Homeowners. The Board shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Board's name. The Board of Directors shall have, and is hereby granted, the following authority and powers:
- (a) The authority without the vote of consent of the Homeowners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.
 - (b) The authority to execute and record, on behalf of all of the Homeowners, any amendments to the Restated Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.
 - (c) The power to sue and be sued.
 - (d) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Homeowners necessitated by the subject matter of the agreement has been obtained.
 - (e) The power and authority to convey and transfer any interest in real property, so long as the vote or consent necessary under the circumstances have been obtained.

- (f) The power and authority to purchase, or otherwise acquire and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interest of the Homeowners, including the authority to adopt rules to assess fines against those who violate the provisions of this Restated Declaration, the Bylaws, or rules adopted by the Board.
- (h) The power and authority to perform any other acts and to enter into any other transactions, which may be reasonably necessary for the Board of Directors to perform its functions as agent for the Homeowners.

- 4.2 **Election of Board Members.** The Board of Directors shall be composed of five (5) members. At the annual Homeowners' meeting Board members shall be elected for a three year term. Members shall serve on the Board until their successors are elected. Only Homeowners, spouses of Homeowners, and legal representatives (Owners, presidents, managers, trustees, etc.) of a legally formed or registered entity (corporation, LLC, trust, etc.) shall be eligible for Board membership. Not more than one Owner or representative from each Lot may be elected to the Board at the same time. At the annual meeting each Lot Owner may vote his Ownership interest in favor of as many candidates for Board membership as there are seats on the Board to be filled. In the case of vacancy the remaining Board members shall elect a replacement to sit on the Board until the expiration of the term for which the member being replaced was elected.
- 4.3 **Powers Granted to Board.** The Board of Directors shall have all rights granted to it by the statutes of the State of Utah. It shall have the further right to enter into any and all agreements as may be necessary to coordinate this condominium Project with the Mountain Meadows Single Lot Condominium and other adjoining homeowner associations, including easement agreements and division of expense agreements of jointly used property.
- 4.4 **Board May Delegate to Manager.** The Board of Directors may carry out any of its functions which are capable of delegation through a manager. The manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Board of Directors, be authorized to perform any of the functions or acts required or permitted to be performed by the Board of Directors.
- 4.5 **Board May Expend Funds.** The Board of Directors may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of its functions in the Project, whether such personnel are furnished or employed directly by the Board of Directors or by any person or entity with whom it contracts. The Board of Directors may obtain and pay for legal and

accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Restated Declaration.

- 4.6 **Personal Property.** The Board of Directors may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferrable except with the transfer of a Lot. A transfer of a Lot shall transfer to the transferee Ownership of the transferor's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Lot. Owners may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot by foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed unit.
- 4.7 **Board May Enact Rules.** The Board of Directors may make reasonable rules and regulations governing the use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Restated Declaration. The Board of Directors may suspend any Owner's voting rights at a meeting of the Homeowners during any period or periods during which such Owner (1) is more than sixty (60) days delinquent in the payment of Common Expenses, and the Board has provided the Owner at least seven (7) days advance notice of the delinquency; or (2) fails to comply with such rules and regulations, or with any other obligations of such Owners under this Restated Declaration. The Board of Directors may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damage for noncompliance, all to the extent permitted by law.
- 4.8 **Approval for Capital Improvements.** There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas requiring expenditure in excess of \$5,000.00 without the prior approval of Homeowners holding a majority of the voting power. However, no prior approval by Homeowners shall be required prior to the Board expending funds for normal or required maintenance or repair of the Common Areas, or to expend funds from the Association's reserve account for those purposes identified in the Association's reserve analysis.
- 4.9 **Use Restrictions.** All Homes in the Project and such property as may be annexed thereto shall be known and described as single family residential Homes and shall be used for no purpose other than single family residential purposes.
- (a) There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Board of Directors. The Board of Directors may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Homes or the Common Areas. Nothing shall be kept or

stored on any part of the Common Areas, including the streets within the Project, without the prior written consent of the Board of Directors, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Board of Directors.

- (b) Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof over what the Board of Directors, but for such activity, would pay, without the prior written consent of the Board of Directors. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be in violation any statutes, rule, regulation permit or other validly imposed requirement of any government body. No damage to or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee or any Owner, and each Owner shall indemnify and hold the Board of Directors and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried on in any Lot or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.
- (c) No sign or billboard of any kind shall be displayed to the public view on any portion of the Project or any Lot, except one sign for each Lot of not more than eighteen (18) inches by twenty-four (24) inches, advertising the Lot for sale or rent.
- (d) No noxious or offensive trade or activity shall be carried on in any Lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling Lot or which shall in any way increase the rate of insurance.
- (e) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used in connection with any Lot at anytime as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the Project, unless placed or maintain within a garage. No recreational vehicle, trailer, boat or similar item may be parked on the Common Areas or upon a Lot, except a recreational vehicle, trailer or boat may be parked on the driveway of a Lot for not more than twenty-four (24) hours within any seven (7) day period for purposes of loading or unloading only.
- (f) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in or around any Lot or the Common Area, except usual and ordinary dogs, cats, birds, and other household pets may be kept in or around any Home subject to the rules and regulation adopted by the Association, provided, that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this

Restated Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association (or the architectural Board or such other person or entities the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Board. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board to a pound under the jurisdiction of the local municipality or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animal brought or kept upon the properties by an Owner or by members of his family, his tenants, or his guests, and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area.

- (g) No rubbish, trash or garbage or other waste material shall be kept or permitted upon or around any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Project or any Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or in its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other Lots, no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse for trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.
- (h) No fence, hedge, wall or other dividing instrumentality shall be constructed, planted or maintained except those that are approved by the Architectural control Board. The Board may allow such structures as are compatible with its architectural plans, and total development of the Project.
- (i) No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the Homes or structures in the Project unless and until the same have been approved in writing by the Architectural Board of the Association.

**Article 5
ASSESSMENTS**

- 5.1 Agreement to Pay Assessments.** Each Owner of a Lot by the acceptance of a deed or contract therefore, whether or not it is so expressed in deed or contract, shall be deemed to covenant and agree with each other and with the Association for the purposes provided in this Restated Declaration, and to pay special assessments for capital improvements and other matters provided in this Restated Declaration, as such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.
- 5.2 Establishing Assessments.** The total annual assessments against all Lots and Homes shall be based upon advance estimates of cash requirements by the expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Lots and Homes, which estimates may include among other things, expenses of management, taxes and special assessments levied by governmental authorities; premiums for all insurance which the Board of Directors is required or permitted to maintain pursuant hereto, common lighting; water charges; repairs and maintenance of the Common Areas; wages for employees of the Board of Directors; legal and accounting fees; and any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Restated Declaration or the Act.
- 5.3 Uniform Assessments for all Lots.** Expenses attributable to the Common Areas, to the Project as a whole, and to any obligations of the Association, shall be equally and uniformly apportioned among all Lots.
- 5.4 Notice of Annual Assessment; Late Fees.** Annual assessments shall be made on a calendar year basis. The Board shall give written notice to each Owner as to the amount of the annual assessment with respect to his Lot not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Board as the date of commencement of the assessment. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of one percent (1%) per month from the date it becomes due and payable if not paid within thirty days after such date. Such monthly assessment becomes payable upon the date the Lot Owner purchases his Lot, whether by conveyance of title or entering into a contract of sale and purchase. In the event the payment is not paid when due, the Board may assess a late fee in a sum determined by the Board, but not to exceed fifty (\$50.00) dollars per month, which may be in addition to the interest contained herein.
- 5.5 Special Assessments.** In addition to the annual assessment as authorized hereunder, the Board, may levy in any assessment year, special assessments, payable over such a period as the assessing body may determine for the purpose of defraying, in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Common

Areas. Any other part thereof or for any other expenses incurred or to be incurred as provided in this Restated Declaration. This paragraph shall not be construed as an independent source of authority for the Board to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized. Any amounts assessed pursuant hereto shall be equally assessed to all Owners. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of one percent (1%) per month from the date it becomes due and payable if not paid within thirty days after such date.

- 5.6 **Assessments Secured by a Lien.** All sums assessed to any Lot pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for: (a) valid tax and special assessment liens on the Lot in favor of any governmental assessing authority; and (b) encumbrances on the interest of the Lot Owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Lot after this Restated Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens.
- 5.7 **Lien Foreclosure.** To evidence a lien for sums assessed pursuant to this Article, the Association or Board shall cause to be prepared a written notice of lien setting forth the amount of the assessment, the name of the Owner of the Lot and a description of the unit. Such a notice shall be recorded in the office of the county recorder of Weber County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the body making the assessment in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah, or in any manner provided by law. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and other wise deal with the same as the Owner thereof.
- 5.8 **Nonjudicial Foreclosure.** The Association shall have the power to conduct nonjudicial foreclosure in order to collect delinquent Assessments as authorized by Utah Code Section 57-8-45 & 46. Each Owner hereby appoints the Association's attorney, Richard W. Jones, as trustee, or such substitute trustee as is designated pursuant to Utah Code Section 57-1-22. Additionally, such Owner empowers such trustee to enforce a lien and to foreclose the lien by the private power of sale provided in Utah Code Section 57-1-27, or by judicial foreclosure. Each Owner further grants to the trustee the power and authority to sell the Lot

of any defaulting Owner to the highest bidder to satisfy such lien as provided for in Civil Code section 57-8-45.

- 5.9 **Release of Lien.** A release of notice of lien shall be executed by the Association and recorded in the office of the county recorder of Weber County, Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.
- 5.10 **Personal Obligation of Owner.** The amount of any annual or special assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Board without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his unit. No Owner may withhold payment due to any set-off or claim which the Owner may have against the Association.
- 5.11 **Statement of Account.** Upon written request of any Owner and upon payment of a reasonable fee not to exceed \$25.00, or upon written request from a title company, mortgage company, or real estate agent in behalf of an Owner or potential purchaser and upon payment of a reasonable fee not to exceed \$50.00, and as set forth in the Act, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments or prepaid items, including but not limited to, an Owners share of prepaid insurance premiums, and such statement shall be conclusive upon such Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within five (5) business days, all unpaid assessments which became due prior to the lien of a mortgagee which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessment and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within five (5) business days, and the purchaser subsequently acquires the Lot.
- 5.12 **Joint Obligation to Pay.** Subject to the provision of Article 5.11, a purchaser of a Lot shall be jointly and severally liable with the seller of all unpaid assessments against the Lot up to the time of the grant or conveyance, without prejudice to the purchasers right to recover from the seller the amount paid by the purchaser for such assessments.

Article 6 SERVICE OF PROCESS

- 6.1 **Registered Agent.** The Registered Agent for service of process for any action involving the Association shall be the same as the registered agent for the Association as shown on the records on file with the Utah Department of Commerce. The Board of Directors shall have the right to appoint a successor or substitute process agent at any time.

Article 7
ARCHITECTURAL CONTROL

- 7.1 **Architectural Approval.** No building, fence, wall or other structure shall be commenced or erected or placed upon a Lot, nor shall any exterior addition to or change or alteration therein, including antennas, be made until the plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Board.
- 7.2 **Landscaping Control.** Each member shall maintain his Lot in an attractive and safe manner so as not to distract from the community.
- 7.3 **Appointment of Architectural Board.** The Board shall appoint the Architectural Board, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Architectural Board, the Board of Directors shall appoint such member's successor. In the event an Architectural Board has not been appointed, the Board shall serve as the Architectural Board for the Association.
- 7.4 **General Provision.** The members of such Architectural Board shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Board shall be in force for a period of twenty-five (25) years from the date of the recording of this Restated Declaration. Such powers and duties shall continue following the twenty-five-year period until a written instrument has been executed and duly recorded by the then record Owners of a majority of the Homes appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Board. Said Representatives may be the member of the Board of Directors.

Article 8
INSURANCE

- 8.1 **Common Area.** The Board shall keep all buildings, improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Board may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Board may deem desirable, with the Board as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the common assessments made by the Board.
- 8.2 **Insurance Obligations of Owners.** Each Owner shall insure his Lot, its buildings and/or up grades, including all the structural portions of the Home, against loss or damage by fire

or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by any Mortgage of the residence. All such insurance shall be for the full replacement value of the Home. The Association shall have no duty to insure an Owner's Lot or Home or to verify that Owners maintain insurance on their Home.

- 8.3 Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Area or other improvements in the Properties insured by the Board, the Board shall repair or replace the same from the insurance proceeds available, subject to the provisions herein dealing with Damage of Project. If such insurance proceeds are insufficient to cover the cost of such repair or replacement of the property damaged or destroyed, the Board may make an assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Lot Owners, in accordance with the provisions of this Declaration. In the event of total destruction of all of the improvements in the Project, the proceeds of the insurance carried by the Board shall be divided proportionately among the Owners, provided that the balance then due on any valid encumbrances of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Lot is so encumbered.
- 8.4 Waiver of Subrogation.** As to each policy of insurance maintained by the Board, which will not be voided or impaired thereby, the Board hereby waives and releases all claims against the Board, the Owners, the Manager, and the agents and employees of each of the foregoing, with respect to any loss covered by insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.
- 8.5 Liability Insurance.** The Board shall obtain broad form comprehensive public liability insurance, including medical payments and liquor liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage arising from the activities of the Board or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. Such insurance shall contain a severability of interest clause of endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Board or other Owners.
- 8.6 Board's Coverage.** The Board shall obtain liability coverage (errors and omissions or directors and officers coverage) on members of the Board to insure against negligent conduct.
- 8.7 Fidelity Coverage.** The Board shall obtain fidelity coverage against dishonest acts on the part of directors, manager, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Unit Owners. The fidelity bond or insurance must name the Board as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1.5) times the Association's

estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

- 8.8 **Other Insurance and General.** The Board shall also obtain, as needed, Workman's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner and the Board, Board of Directors and Manager, from liability in connection with the Common Areas, the premiums for which are Common Expenses included in the assessments made against the Owners. Such insurance policies shall have severability of interest clauses or endorsements which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Board or other Owners.
- 8.9 **Annual Review.** All policies shall be reviewed at least annually by the Board and the limits increased at its discretion.
- 8.10 **Continuous Insurance.** Notwithstanding any other provisions herein, the Board shall continuously maintain in effect such casualty, flood and liability and bonds and other insurance meeting the requirements for condominiums established by the Federal National Mortgage Board (FNMA), the Government National Mortgage Board (GNMA), and the Federal Home Loan Mortgage Corporation (FHLMC), so long as there are any mortgages on any of the properties.

Article 9 RESERVE FUND

- 9.1 **Reserve Analysis.** The Board shall cause a reserve analysis to be conducted no less frequently than every six years. The Board's initial reserve analysis must be prepared prior to June 30, 2012. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years, or as required by Utah law. 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.
- 9.2 The Board may not use money in a reserve fund:
- (a) for daily maintenance expenses, unless a Majority of the Owners vote to approve the use of reserve fund money for that purpose; or
 - (b) for any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the use of reserve fund money for another purpose.
- 9.3 Based on the results of the reserve analysis, the Board shall create a reserve fund into which the Board shall cause to be deposited those Common Area assessments collected from Owners for the purpose of funding the reserve fund.

- 9.4 The Board shall annually, either at the annual meeting of Owners or at a special meeting of Owners, (i) present the reserve study to the Owners, and (ii) provide an opportunity for Owners to discuss reserves and to vote on whether to fund the reserve fund and, if so, how to fund it and in what amount. The Board shall keep minutes of each such meeting held under this Article and indicate in the minutes any decision relating to funding the reserve fund. Those Owners present, in person or by proxy, at the annual or special Association meeting during which the reserve study is presented and discussed, and at which the funding amount is voted on by the Owners, shall constitute a quorum regardless of any other requirement or percentage set forth herein or in the Bylaws, unless fewer than twenty percent (20%) of the Owners are present, in which case, no vote shall be taken.
- 9.5 The Board shall cause an assessment to be made against all Owners consistent with the vote of the Owners regarding the manner and amount of funds to be placed in the reserve fund, which assessment shall be collected on the same terms and conditions as other Common Expenses. The Board shall maintain a reserve fund separate from other funds of the Association. This subsection may not be construed to limit a Board from prudently investing money placed in a reserve fund account.
- 9.6 As used herein, "reserve analysis" means an analysis to determine:
- (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas and facilities that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the association of Unit Owners; and
 - (b) the appropriate amount of any reserve fund.
- 9.7 The reserve fund shall be maintained out of regular assessments for Common Expenses.

Article 10 DAMAGE TO PROJECT

In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

- 10.1 If proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.
- 10.2 If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Homeowners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas.

- 10.3 If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish restoration, and if the Homeowners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under Article 9.2 above.
- 10.4 If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Homeowners do not, within 100 days after the destruction or damage and by a vote of at least 75% elect to repair or reconstruct and affected improvements, the Board of Directors shall properly record with the Weber county Recorder, a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Homes.
- 10.5 Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Board of Directors. Any determination which is required to be made by this Article regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Board of Directors. The decision of any two such appraisers shall be conclusive.

Article 11 MORTGAGE PROTECTION CLAUSE

Notwithstanding any and all provision hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA) and the Federal National Mortgage Association (FNMA) to participate in the financing of the sale of Homes or Lots within the Project, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Restated Declaration, these added provisions shall control):

- 11.1 The term Mortgage shall also mean Trust Deed and Mortgagee shall include the term beneficiary.
- 11.2 Each first Mortgagee of a Mortgage encumbering any Lot, at his written request, is entitled to written notification from the Board of Directors of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Restated Declaration, or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such defaults.
- 11.3 Each Owner, including first Mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal."

- 11.4 Each first mortgagee or a Mortgage encumbering any Lot which obtains title to such Lot or lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such Lot free and clear of any claims of unpaid assessments or charges against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee.
- 11.5 Unless at least seventy-five (75%) percent of first Mortgagees (based upon one vote for each Mortgage owned, and at the first Mortgagees written request for such notice), and Owners have given their prior written approval, neither the Association nor the Owners shall:
- (a) By act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Area and the improvements thereon, directly or indirectly. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of the clause.)
 - (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner.
 - (c) By act or omission change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Homes, the exterior maintenance and the Homes, the maintenance of common property party walks, party walls, or common fences and driveways, or the upkeep of lawns and planting in the properties.
 - (d) Fail to maintain fire and extended coverage or insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement costs).
 - (e) Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements.
- 11.6 First Mortgages shall have the right to examine the books and records of the Corporation during normal business hours.
- 11.7 At a first Mortgagees written request, he shall be given notice of the following:
- (a) thirty (30) days written notice prior to the effective date of any proposed material amendment to this Restated Declaration or Bylaws of the Association and prior to the effective date of any termination of an agreement for professional management of the properties following a decision of the Owner to assume self-management of the properties; and
 - (b) immediate notice following any damage to the Common Area whenever the cost of reconstruction exceeds \$10,000.00 and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the properties.

- 11.8 First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common Area property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.
- 11.9 First Mortgagees, pursuant to their mortgages shall have priority over Homeowners in case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Common Area property.
- 11.10 In addition to the foregoing, the Board of Directors may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, FHLMC, FNMA or the GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first mortgages encumbering Lots with Homes thereon. Each Owner thereby agrees that it will benefit the Association as a class of potential Mortgage borrowers and potential sellers, of their dwelling Homes if such agencies approve the properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.
- 11.11 Neither this Restated Declaration nor Bylaws of the Association will be amended in such a manner that the rights of any first mortgagee will be adversely affected.

Article 12
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

- 12.1 **Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes.** The Association, Unit Owners, all persons subject to this Restated Declaration, and any person not otherwise subject to this Restated Declaration who agrees to submit to this Section (collectively the "Bound Parties"), agree to encourage the amicable resolution of disputes between the Bound Parties or involving enforcement of the provisions of this Restated Declaration, the Bylaws and any Rules and Regulations adopted by the Association, and to avoid the emotional and financial cost of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party, including without limitation, claims, grievances or disputes ("Claims") arising out of or relating to the violation, interpretation, application or enforcement of this Restated Declaration, the Bylaws, the Association rules, or the Articles of Incorporation, except those Claims exempted in Section 12.2, shall be subject to the procedures set forth in this Article 12.
- 12.2 **Exempt Claims.** The limitations in this Article 12 pertaining to exhausting administrative remedies shall not apply to the following Claims ("Exempt Claims"):
- (a) Any lien, claim, action or complaint wherein the Association or the Board alleges against a Unit Owner the nonpayment of common expenses, whether by special

assessment or any other form of nonpayment of funds owed to the Association, or any other failure to comply with the provisions of Article 5 herein; and

- (b) Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the Association may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions herein dealing with Architectural Control, Renter Restrictions, Pets, and Nuisance & Illegal Activities; and
- (c) Any suit between Owners seeking redress on the basis of a claim which would constitute a course of action under the law of the State of Utah in the absence of a claim based on the Restated Declaration, Bylaws, Articles or Rules of the Association, if the amount in controversy exceeds \$5,000.00; and
- (d) Any fines assessed by the Association.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 12.3, but there shall be no obligation to do so.

12.3 Mandatory Procedures For All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than a Claim exempted from this provision by Section 12.2, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

- (a) **Notice.** In the event that any Claimant shall have a grievance against any Respondent, said Claimant shall set forth said grievance or complaint in writing (the "Notice") and shall deliver the same to the Respondent, stating plainly and concisely:
 - (i) the nature of the Claim, including date, time, location, persons involved, Respondent's role in the Claim and the provisions of this Restated Declaration, the Bylaws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises; and
 - (ii) the basis of the Claim (i.e., the provisions of the Declaration, Bylaws, Rules or Articles triggered by the Claim); and
 - (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and
 - (iv) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

- (b) **Response.** Within ten (10) days of receiving the Notice from Claimant, the Respondent shall set forth a response in writing (the "Response") and shall deliver the same to the Claimant, stating plainly and concisely:
- (i) those facts and/or allegations contained in Claimant's Notice with which Respondent agrees and disagrees, and a statement of the facts and allegations related to the grievance as understood and believed by Respondent; and
 - (ii) those provisions of the Declaration, the Bylaws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises which Respondent understands applies to and controls the resolution of the Claim; and
 - (iii) what Respondent is willing to do or not do to resolve the Claim; and
 - (iv) that Respondent wishes to resolve the Claim by mutual agreement with Claimant and is willing to meet in person with Claimant at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.
- (c) **Negotiation.** Each Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any party, accompanied by a copy of the Notice, the Board (if not involved in the dispute as either a Claimant or Respondent) may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the parties and to the welfare of the community.
- (d) **Meeting.** In the event that the cause of said grievance or complaint is not rectified by the parties within twenty (20) days from the date of the receipt of Respondent's response, within ten (10) days from the date of expiration of said initial twenty (20) day period, a time and place mutually acceptable to the Claimant and the Respondent shall be established for a meeting between the Claimant and the Respondent.
- (e) **Resolution or Litigation.** At such meeting, the Claimant and Respondent shall be entitled, but not required, to be represented by counsel. The parties, and/or counsel for the Claimant and counsel for the Respondent shall attempt to reach an amicable solution to the grievance or complaint. In the event that the parties are not able to reach such a solution within thirty (30) days from the date of the meeting between the Claimant and the Respondent, the Claimant shall then be entitled to proceed to have the matter judicially determined. Any resolution by the parties shall be reduced to writing and signed by each party or the party's legal representative prior to the end of the thirty (30) day period referred to herein.
- (f) **Exhaustion of Remedies Required.** All grievances and complaints of Claimants shall follow procedure outlined and set forth herein prior to the commencement of

any litigation relative to said grievances and complaints. However, if a Respondent fails to provide the written response required within ten (10) days, or if either party refuses to meet in good faith within the time frames set forth herein to discuss resolution of the grievance or complaint, the non-offending party shall be released from the obligation to comply with this Article 12 and may seek judicial relief without the need to wait for additional time periods to expire.

- 12.4 **Allocation of Costs of Resolving Claims.** Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 12.3, including the fees of its attorney or other representative.
- 12.5 **Enforcement of Resolution.** If the parties agree to resolve any Claim through negotiation in accordance with Section 12.3 and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit to enforce such agreement without the need to again comply with the procedures set forth in Section 12.3. In such event, the party taking action to enforce the agreement shall be entitled to recover from the noncomplying party (or if more than one noncomplying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including without limitation attorney fees and court costs.

Article 13 RESTRICTION ON RENTALS

WHEREAS, the Owners desire to preserve and enhance the quality of life at Mountain Meadows and have purchased their Homes at Mountain Meadows for the purpose of using their Unit as an Owner occupied single family residence; and

WHEREAS, the Owners believe the high density condominium living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who have ownership interests in real property and are committed to the long-term welfare and good of the community; and

WHEREAS, because the Owners of homes at Mountain Meadows own a shared and undivided interest in the Association Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and should not be continually used by those who do not possess an ownership interest in the Common Area; and

WHEREAS, the Owners of homes realize that the value of their homes is directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of nonowner occupied homes that can exist in a community; and further, when too high a percentage of nonowner occupied homes exist in a community, a buyer will not be able to qualify for favorable and competitive market interest rates

and financing terms, thus inhibiting Owners' ability to sell their homes and depressing the value of all the homes at Mountain Meadows; and

WHEREAS, the Owners desire to live in a community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Mountain Meadows, and have determined through the years of their collective experience that Owners of Homes are more responsive to the needs of the community, take a greater interest and care of the Common Area, and are generally more respectful of the Association rules;

THEREFORE, to accomplish the Owners' objectives, the following provisions are adopted limiting and restricting the number of Homes that may be occupied by Non Homeowners at Mountain Meadows:

- 13.1 **Leasing Prohibited.** The leasing of Homes or Lots at Mountain Meadows is prohibited unless the leasing is consistent with the provisions of this Restated Declaration.
- 13.2 **Limited Leasing Permitted.** Except as otherwise provided herein, no Home may be leased during the first twelve months following the date the Owner records a deed indicating the Owner has received title to a Home. Thereafter, when a Home may be leased pursuant to the provisions of this Restated Declaration, no Home may be leased for a period in excess of three years.
- 13.3 **Ten Percent Cap.** Not more than ten percent (10%) of the Homes at Mountain Meadows may be occupied by non Homeowners at any one time.
- 13.4 **Board Approval of Leases.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Mountain Meadows Board who shall determine compliance with this Restated Declaration.
- 13.5 **Notification of Board.** Any Homeowner desiring to lease his or her Home or to have his or her Home occupied by a non Homeowner shall notify the Board in writing of their intent to lease their Home. The Board shall maintain a list of those Homeowners who have notified the Board of an intent to lease their Home and shall grant permission to Homeowners to lease their Home for not more than a three year period, which permission shall be granted in the same order the Board receives the written notice of intent to lease a Home from the Homeowners. Permission shall be granted to lease a Home only when less than ten percent (10%) of the Mountain Meadows are occupied by a non Homeowner.
- 13.6 **Limited Leasing Permitted.** The restrictions contained herein shall not apply if a Homeowner moves from a Home and leases the Home during their absence, and the Owner moves: (a) due to temporary (less than three years) humanitarian, religious or charitable activity or service, and (b) leases the Home with the intent to return to occupy the Home when the humanitarian, religious or charitable service has concluded.

- 13.7 **Restrictions Not Applicable.** The restrictions set forth herein shall not apply: (a) if a Homeowner is a member of the military and is required to move from the Home during a period of military deployment and desires to lease the Home during the period of deployment; (b) if a parent, grandparent or child leases their Home to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner; (c) to an Owner if an employer relocates an Owner for a period of less than two years; or (d) to a Home owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current resident of the Home or the parent, grandparent, child, grandchild, or sibling of the current resident of the Home.
- 13.8 **Grandfather Clause.** Those Homes that are occupied by non Homeowners at the time this Restated Declaration is recorded at the Weber County Recorders Office may continue to be occupied by non Homeowners until the Homeowner transfers the Home or occupies the Home; or an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Home, transfers the Home or occupies the Home.
- 13.9 **Transfer of Home.** For purposes of Subparagraph 13.8, a transfer occurs when one or more of the following occur: (a) the conveyance, sale, or other transfer of a Home by deed; (b) the granting of a life estate in the Home; or (c) if the Home is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- 13.10 **Tracking.** The Board shall create, by rule or resolution, procedures to determine and track the number of rentals and Homes in Mountain Meadows subject to the provisions described in paragraphs 13.6, 13.7 and 13.8 above, and shall ensure consistent administration and enforcement of the rental restrictions in this Restated Declaration.
- 13.11 **Rental Home Defined.** As used herein, "Rentals" or "Rental Home" means a Home owned by an Owner that is Occupied by one or more individuals while, at the same time, the Homeowner does not occupy the Home as the Owner's primary residence.
- 13.12 **Renting Defined.** As used herein, "Renting" or "Leasing" means a Home that is owned by an Owner that is Occupied by one or more Non Owners while no Owner occupies the Home as the Owner's primary residence. The payment of remuneration to an Owner by a Non Owner shall not be required to establish that the Non Owner is Leasing a Home. Failure of a Non Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Home is a Rental Home.
- 13.13 **Non Owner Defined.** As used herein, "Non Owner" means an individual or entity that is not an Owner.

- 13.14 **Occupied Defined.** As used herein, "Occupied" means to reside in the Home for ten (10) or more days in any thirty (30) day period. A Home is deemed to be Occupied by a Non Owner if the Home is Occupied by someone other than the Homeowner.
- 13.15 **Single Family Defined.** "Single Family" means (1) a single person living alone or with the person's children, (2) up to three unrelated persons, or (3) a husband/wife relationship with or without children.
- 13.16 **Violation.** Any Homeowner who violates this Restated Declaration shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this Restated Declaration. If Mountain Meadows is required to retain legal counsel to enforce this Restated Declaration, with or without the filing of legal process, the violating Homeowner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Restated Declaration.
- 13.17 **Temporary Defined.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from temporarily residing in his or her Home, while the Owner is present. As used in this paragraph, "temporarily" mean for a period not exceeding fifteen (15) days in any thirty (30) day period.
- 13.18 **Severability.** The provisions of this Article shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Article 14
GENERAL PROVISIONS

- 14.1 **Enforcement.** The Association, the Board, or any Owner or the successor in interest of an Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to enforcement thereof. Failure by the Association or by any Owner to enforce any covenants, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 14.2 **Severability.** Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- 14.3 **Indemnification of Board of Directors.** Each member of the Board of Directors shall be indemnified and held harmless by the Association against all costs, expenses and liabilities

whatsoever, including, without limitation, attorney fees, reasonably incurred by him in connection with any proceedings to which he may become involved by reason this his being or having been a member of said Board, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or gross misconduct.

- 14.4 **Construction.** The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or subdivision and for the maintenance of Common Areas and streets. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation or construction.
- 14.5 **Amendment.** Except as provided elsewhere in this Restated Declaration, any amendment to this Restated Declaration shall require the affirmative vote, with or without a meeting, of at least sixty-seven percent (67%) of the total votes of the Association. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Weber County Recorder of an instrument executed by the Association. In such instrument an officer of the Association shall certify that the vote required by this Section for amendment has occurred.
- 14.6 **Mortgage Protection Clause.** No breach of the covenants, conditions or restrictions herein contained or the enforcement of any lien provision herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon the effective against any Owner whose title is derived through foreclosure of trustee's sale, or otherwise.
- 14.7 **Singular includes Plural.** Whenever the context of this Restated Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.
- 14.8 **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Restated Declaration is materially violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public, or private, shall be applicable against every such result, and may be exercised by the Association or any other Owner in the Project. Such remedy shall be deemed cumulative and not exclusive.
- 14.9 **Effective Date.** This Restated Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

[Signatures on Next Page]

CERTIFICATION

It is hereby certified that Owners holding at least two-thirds (67%) of the total votes of the Association have voted to approve this Restated Declaration.

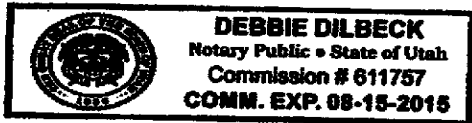
IN WITNESS WHEREOF, this 25 day of May, 2012.

**MOUNTAIN MEADOWS SINGLE UNIT
CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**

By Gwen Hadley
President

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On the 25 day of May, 2012, personally appeared before me Gwen Hadley, who by me being duly sworn, did say that she is the President of Mountain Meadows Single Unit Condominium Homeowners Association, Inc. and that the within and foregoing instrument was signed in behalf of said Association and did duly acknowledge to me that she executed the same.



Debbie Dilbeck
NOTARY PUBLIC

Exhibit "A"**Legal Description
for
Mountain Meadows Single Unit Condominium**

The following units are located at Mountain Meadows Single Unit Condominium,
Weber County, Utah:

Phase 1	Lots 1 - 7 & 10 - 11	[06-176-0001 through 06-176-0007] [06-176-0010 and 06-176-0011]
Phase 2	Lots 2, 5 - 7, 9 - 12, 14 - 18, 22	[06-185-0002, 06-185-0005 through 06-185-0007] [06-185-0009 through 06-185-0012 and 06-185-0014 through 06-185-0018 and 06-185-0022]
Phase 3	Lots 1 - 6, 9 - 14, Lots 1 - 3	[06-206-0001 through 06-206-006] [06-206-0009 through 06-206-014] [07-361-0001 through 07-361-003]
Phase 4	Lots 1 - 3	[07-477-0001 through 07-477-0003]

EXHIBIT "B"

BYLAWS

BYLAWS of MOUNTAIN MEADOWS SINGLE UNIT CONDOMINIUM

Article 1 IDENTITY

When used in these Bylaws, the terms used shall have the meaning stated in the Restated Declaration and the Utah Condominium Ownership Act unless the context otherwise requires.

- 1.1 **Association Bylaws.** These are the Bylaws of the Mountain Meadows Single Unit Condominium Homeowners Association, Inc., a Utah nonprofit corporation.

Article 2 APPLICATION

- 2.1 **Binding on All Owners.** All Homeowners, tenants, or any other person who might use the facilities of this Condominium Project in any manner are subject to the provisions set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy or use of any of said Lots will signify that these Bylaws are accepted, ratified, and will be observed by such persons.

Article 3 MEETING OF HOMEOWNERS

- 3.1 **Place of Meetings.** Meetings of the Homeowners shall be held at such place within the State of Utah as the Board of Directors may specify in the notice, except as herein otherwise specified.
- 3.2 **Annual Meeting of Homeowners.** The annual meeting shall be held in April of each year. The Board of Directors may by resolution fix the date of the annual meeting on such date and at such place as it may deem appropriate or desirable.
- 3.3 **Special Meetings of Homeowners.** Special meetings of the Homeowners may be called at any time by written notice served by the Board of Directors, or by Homeowners having thirty percent (30%) of the total votes, delivered not less than seven (7) days prior to the date fixed for such meeting. Such meeting shall be held on the project or at such other place as the Board of Directors may specify and the notice thereof shall state the place, date, time and matters to be considered.

3.4 Notices. Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

- (a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Homeowner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the Lot of such person if no address has been given. Such addresses may be changed by Homeowners from time to time by notice in writing to the Board of Directors.
- (b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well known electronic forms, such as Face book) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the lot owner by mail.
- (c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Home, or by securely attaching a copy of the notice to the front entry door of the Owner's Home.

3.5 Quorum. At any meeting of the Homeowners, the Owners, in person or by proxy, of more than twenty-five (25) percent of the total voting membership (based on one vote per Lot) shall constitute a quorum for any and all purposes, except where by express provisions a greater or lesser percentage is required, in which event a quorum shall be the number so stated. In the absence of a quorum, the president of the Association may reschedule the meeting by announcing at the meeting a date for another meeting to be held within thirty (30) days of the date of the original meeting. There need not be any notice given of the rescheduled meeting other than the announcement at the meeting by the president of the Association. At any such adjourned meeting the quorum shall consist of those Owners present and any business may be transacted which might have been transacted at the meeting as originally notified. However, for votes regarding special assessments totalling more than \$300.00 in any one calendar year, a quorum of at least fifty-one (51) percent of the Owners shall be required to be present at the meeting.

3.6 **Voting.** When a quorum is present at any meeting, the vote of a majority of the Homeowners, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Board of Directors, unless the question is one upon which, by express provisions of the statutes, the Declaration, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing and shall be delivered to the secretary prior to the beginning of the meeting.

3.7 **Waivers of Notice.** Any Homeowner may at any time waive any notice required to be given under these Bylaws, or by statutes or otherwise. The presence of a Homeowner in person at any meeting of the Homeowners shall be deemed such waiver.

Article 4 Board of Directors

4.1 **Purpose and Powers.** The business, property and affairs of the Association shall be managed and governed by the Board of Directors pursuant to the provisions set forth in the Declaration. The Board of Directors, as it deems advisable, may enter into such management agreement or agreements with a third person, firm or corporation to act as the Manager of the Project.

4.2 **Regular Meetings.** A regular annual meeting of the Board of Directors shall be held immediately after the adjournment of each annual Homeowner's meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as the president of the Board of Directors may from time to time designate.

4.3 **Special Meetings.** Special Meetings of the Board of Directors shall be held whenever called by the president, the vice president, or by any two or more members thereof. By unanimous consent of the Board of Directors, special meetings may be held without call or notice at any time or place.

4.4 **Quorum.** A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the Board of Directors then in office.

4.5 **Compensation.** Members of the Board of Directors, as such, shall not receive any stated salary or compensation, provided that nothing herein contained shall be construed to preclude any member thereof from serving the Project in any other capacity and receiving compensation therefor, but only if such member is compensated according to the terms of a written contract with the Board, and the person so employed is not present at the meeting with the Board when the terms of the contract are discussed and voted on.

4.6 **Waiver of Notice.** Before or at any meeting of the Board of Directors, any member thereof, may, in writing waive notice of such meeting and such waiver shall be deemed equivalent

to the giving of such notice. Attendance by a member of the Board of Directors at any meeting thereof shall be waiver of notice by him of the time and place thereof.

4.7 **Adjournment.** The Board of Directors may adjourn any Board meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.8 **Fidelity Bonds.** The Board of Directors may, in its discretion, require that all officers and employees of the Board of Directors handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the Board of Directors.

Article 5 OFFICERS

5.1 **Designation and Election.** The principal officers of the Board of Directors shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an assistant secretary and an assistant treasurer and such other officers as it in its judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Board of Directors immediately following the annual Meeting of the Homeowners; provided, however that elections of officers may be held at any other meeting of the Board of Directors.

5.2 **Other Officers.** The Board of Directors may appoint such other officers, in addition to the officers herein above expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Board of Directors.

5.3 **Removal of Officers and Agents.** All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Board of Directors.

5.4 **President.** The president shall be the chief executive of the Board of Directors, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Association all instruments and contracts of material importance to its business, shall do and perform all acts and things which the Board of Directors may require of him. He shall preside at all meetings of the Homeowners and of the Board of Directors. He shall have all of the general powers or duties which are normally vested in the office of the president of a Corporation, including, but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 **Vice President.** The vice president shall take the place of the president and perform his duties whenever the president shall be absent, or unable to act. If neither the president nor the vice president is unable to act, the Board of Directors shall appoint some other member thereof to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

- 5.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Homeowners; he shall have charge of the books and papers as the Board of Directors may direct; and he shall in general, perform all the duties ordinarily incident to the office of the secretary.
- 5.7 **Treasurer.** The Treasurer shall have the responsibility for the funds of the Board of Directors and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the Board of Directors. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of the Board of Directors in such depositories as may be from time to time designated by the Board of Directors.
- 5.8 **Compensation.** No compensation shall be paid to the officer for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Board of Directors in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken and only according to the terms of a written contract with the Board, and the officer so employed is not present at the meeting with the Board when the terms of the contract are discussed and voted on.

Article 6 ACCOUNTING

- 6.1 **Books and Accounts.** The books and accounts of the Association shall be kept under the direction of the treasurer and in accordance with the reasonable standards of accounting procedure.
- 6.2 **Report.** At the close of each accounting year, the books and records of the Association shall be reviewed by a person or firm approved by the Homeowners. Report of such review shall be prepared and submitted to the Homeowners at or before the annual meeting of the Homeowners; provided, however that a certified audit by a certified public accountant approved by the Homeowners shall be made if at least 75 percent of the owners of undivided interest in the Common Areas determine so to do.
- 6.3 **Inspection of Books.** Financial reports, such as are required to be furnished, shall be available at the principal office of the Board of Directors or the Manager for inspection at reasonable times by any Homeowner.
- 6.4 **Record Retention.** The attached Exhibit "B-1" outlines the record retention policy for Mountain Meadows Single Unit Condominium Homeowners Association. It shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist, but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described

below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.

**Article 7
BUILDING RULES**

- 7.1 The Board of Directors shall have the power to adopt and establish, by resolution, such management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Association and it may from time to time by resolution, alter, amend, and repeal such rules and regulations. Homeowners shall at all times obey such rules and regulation and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being declared that such rules and regulations shall be binding upon all Homeowners in the Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof, together with those rules and regulations set forth in the Restated Declaration.

**Article 8
AMENDMENT OF BYLAWS**

- 8.1 These Bylaws may be amended at any duly constituted meeting of the Homeowners called for that purpose of the affirmative vote of at least fifty percent (50%) of the ownership in the Common Areas.

**Article 9
COMPLIANCE**

- 9.1 These Bylaws are set forth to comply with the requirements of the Utah Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of that Act, it is hereby agreed and accepted that the provisions of the Act will apply.

EXHIBIT "B-1"**Mountain Meadows Single Unit Condominium Homeowners Association****Record Retention Schedule**

Description of Records	Retention Period
Articles of Incorporation	Permanent
Declaration of Covenants, Conditions, and Restrictions (and amendments)	Permanent
Corporate or Association Bylaws	Permanent
Deeds, Plats, Maps	Permanent
Resolutions adopted by the board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members (U.C.A §16-6a-1601 (5)(c))	Permanent
Minutes of all meetings board of directors	Permanent
Minutes of all annual and special meetings of members	Permanent
Record of all actions taken by the members or board of directors without a meeting	Permanent
A record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the nonprofit corporations	Permanent
Record of all waivers of notices of meetings of members and of the board of directors or any committee of the board of directors	Permanent
Architectural Modifications- Approved and Disapproved	Permanent
Architectural Guidelines (current and past)	Permanent
Association or Community Rules	Current and Past 6 Years
Ownership/Membership Records	Current and Past 6 Years
All written communications to members generally as members	6 years
A list of the names and address of current directors and officers	Current and past 4 Years
A copy of the most recent annual report delivered to the division under Section (U.C.A §16-6a-1607)	Current and Past 4 Years
Financial records and statements, including invoices, tax returns, checks, etc	4 years