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RECORDING COVER SHEET FOR:

"AMENDED & RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EAGLE RIDGE CLUSTERS SUBDIVISION
PHASES 1 THRU 6

LEGAL DESCRIPTION

**SEE LEGAL DESCRIPTION OF LOTS AND COMMON AREAS ON
ATTACHED EXHIBIT "A"**

TAX PARCEL NUMBERS LOTS:

22-139-0001 THRU 22-139-0017
22-152-0001 THRU 22-152-0007
22-240-0001 THRU 22-240-0014
22-245-0001 THRU 22-245-0010
22-258-0001 THRU 22-258-0016
22-352-0002 THRU 22-352-0005

TAX PARCEL NUMBERS COMMON AREAS:

22-139-0018
22-152-0010
22-240-0015
22-245-0011
22-258-0017
22-352-0006

**AMENDED & RESTATED
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RIDGE CLUSTER SUBDIVISION**

THIS AMENDED & RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE RIDGE CLUSTER SUBDIVISION (the "Declaration") is made as of the 19th day of August, 2020 (the "Effective Date"), by OPHEIKENS & COMPANY, INC., a Utah corporation ("Declarant").

RECITALS

- A. Prior to September 1997, Declarant acquired land located in the unincorporated part of Weber County known as Eden, Utah, located in Ogden Valley, including the Additional Land identified in Section 11.2 of this Declaration, for the purpose of creating and developing that certain residential cluster subdivision known as Eagle Ridge comprising a total of approximately 140 residential Lots (the "Eagle Ridge Subdivision") to be governed by the Eagle Ridge at Eden Hills Homeowners Association (the "Association").
- B. On September 23, 1997, Declarant executed that certain Plat Map entitled "Eagle Ridge Cluster Subdivision, Phase 1" which was recorded in the Weber County Recorder's Office on December 31, 1997, in Book 45, Page 98 as Entry No. 1513220 ("Phase 1 Map").
- C. On March 11, 1999, Declarant executed that certain Plat Map entitled "Eagle Ridge Cluster Subdivision, Phase 2" which was recorded in the Weber County Recorder's Office on March 26, 1999, in Book 49, Page 21 as Entry No. 1623205 ("Phase 2 Map").
- D. On March 12, 1999, Declarant executed that certain Covenants, Conditions and Restrictions of Eagle Ridge at Eden Hills Homeowners Association – Phase I, which was recorded in the Weber County Recorder's Office on March 12, 1999 as Entry No. 1620248 ("Phase 1 Declaration").
- E. On or about March 12, 1999, the Association executed and adopted the Bylaws of Eagle Ridge at Eden Hills Homeowners Association, which were recorded in the Weber County Recorder's Office on March 12, 1999 as Entry No. 1620249 ("Original Bylaws").
- F. The Association was formally established on March 12, 1999, when the Articles of Incorporation of Eagle Ridge at Eden Hills Homeowners Association were filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce ("Articles of Incorporation").

- G. On January 7, 2000, Declarant executed that certain Covenants, Conditions and Restrictions of Eagle Ridge at Eden Hills Homeowners Association – Phase II, which was recorded in the Weber County Recorder’s Office on January 10, 2000 as Entry No. 1683593 (“Phase 2 Declaration”).
- H. On September 13, 2005, Declarant executed that certain Plat Map entitled “Eagle Ridge Cluster Subdivision, Phase 3” which was recorded in the Weber County Recorder’s Office on September 20, 2005, in Book 62, Page 46 as Entry No. 2130039 (“Phase 3 Map”).
- I. On September 19, 2005, Declarant executed that certain Covenants, Conditions and Restrictions for Eagle Ridge Cluster Subdivision – Phase III, which was recorded in the Weber County Recorder’s Office on September 19, 2005 as Entry No. 2130040 (“Phase 3 Declaration”).
- J. On October 18, 2005, Declarant executed that certain Plat Map entitled “Eagle Ridge Cluster Subdivision, Phase 4” which was recorded in the Weber County Recorder’s Office on October 27, 2005, in Book 62, Page 81 as Entry No. 2138214 (“Phase 4 Map”).
- K. On October 11, 2005, Declarant executed that certain Covenants, Conditions and Restrictions for Eagle Ridge Cluster Subdivision – Phase IV, which was recorded in the Weber County Recorder’s Office on October 27, 2005 as Entry No. 2138215 (“Phase 4 Declaration”).
- L. On February 7, 2006, Declarant executed that certain Plat Map entitled “Eagle Ridge Cluster Subdivision, Phase 5” which was recorded in the Weber County Recorder’s Office on June 7, 2006, in Book 63, Page 97 as Entry No. 2185202 (“Phase 5 Map”).
- M. On June 7, 2006, Declarant executed that certain Covenants, Conditions and Restrictions of Eagle Ridge for Eagle Ridge Cluster Subdivision – Phase V, which was recorded in the Weber County Recorder’s Office on June 7, 2006 as Entry No. 2185203 (“Phase 5 Declaration”).
- N. On April 9, 2018, Declarant executed that certain Plat Map entitled “Eagle Ridge Cluster Subdivision, Phase 6” which was recorded in the Weber County Recorder’s Office on May 18, 2018, in Book 83, Pages 35 and 36 as Entry No. 2921467 (“Phase 6 Map”).
- O. The Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, the Phase 4 Declaration and the Phase 5 Declaration are collectively referred to in this Supplemental Declaration as the “Original Declarations.”

- P. Declarant has adopted this Declaration in order to (i) eliminate certain inconsistencies and address certain omissions in the Original Declarations, and (ii) cause the Eagle Ridge Subdivision to be governed by uniform covenants, conditions and restrictions that comply with current Utah laws regarding residential subdivisions and homeowner associations, including the Utah Community Association Act ("Community Act") and the Utah Nonprofit Corporation Act ("Nonprofit Act").
- Q. This Declaration and the attached Bylaws shall completely replace, restate and supersede the Original Declarations and the Original Bylaws in their entirety.
- R. In order to cause this Declaration to govern the entire Eagle Ridge Subdivision, Declarant will (i) record this Declaration against Phases 1 through 6 of the Eagle Ridge Subdivision, and (ii) record a Supplemental Declaration against each future Phase of the Eagle Ridge Subdivision, which will cause this Declaration to govern each such future Phase.

I **DEFINITIONS**

When used in this Declaration, the following terms shall have the meaning indicated:

1.1 "Association" shall mean and refer to Eagle Ridge at Eden Hills Homeowners Association, a Utah nonprofit corporation.

1.2 "Benefited Site" shall mean those portions of the Subdivision that are benefited by the rights hereinafter set forth and constitute the dominant estate.

1.3 "Burdened Site" shall mean those portions of the Subdivision that are burdened by the rights hereinafter set forth and constitute the servient estate.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association, as may be periodically amended, which are attached to and made part of this Declaration as Exhibit "B."

1.5 "Committee" shall mean and refer to the Architectural Control Committee as described under Article V below.

1.6 "Common Area" shall mean and refer to those parts of the Subdivision that do not include individual Lots, including all platted improvements other than utility lines now or hereafter constructed or located thereon.

1.7 "Common Improvements" shall mean and refer to any facilities or improvements located within the Subdivision that are for the mutual benefit of the Owners. As used in this Declaration, the "Common Improvements" shall include, for example but without limitation, the following improvements: Subdivision entryway signage or monuments; and any trails or walkways, split-rail/decorative fencing, irrigation/sprinkler systems and landscaping that may be located on any Common Area.

1.8 “County” shall mean Weber County, Utah.

1.9 “Declarant” shall mean and refer to Opheikens & Company, Inc., a Utah corporation.

1.10 “Declaration” shall mean and refer to this Amended & Restated Covenants, Conditions, and Restrictions for Eagle Ridge Cluster Subdivision, as may be amended or supplemented from time to time.

1.11 “Governing Documents” shall mean and refer to this Declaration, the Bylaws, the Rules and Regulations of the Association, and the Design Guidelines or any other building and design standards as may be approved and published by the Committee, as such documents may be amended or supplemented from time to time.

1.12 “Living Unit” shall mean and refer to a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot concerned which are used in conjunction with such residence.

1.13 “Lot” shall mean and refer to any of the separately numbered and individually described parcels of land shown on any Plat Map. As used in this Declaration, the term “Lot” only refers to those parcels of land designated for the construction of Living Units. The term “Lot” does not include any Common Areas.

1.14 “Member” shall mean and refer to every person who holds membership in the Association.

1.15 “Owner” shall mean and refer to the record owner of any Lot which is a part of the Subdivision. Owner may be one or more persons or entities. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.16 “Period of Declarant Control” is described under Article IX. The term Period of Declarant Control is synonymous with the phrase “period of administrative control” as that phrase term is used under the Community Act.

1.17 “Plat Map(s)” means any record of survey map of the Subdivision (or any portion thereof) as approved by Weber County and recorded in the Weber County Recorder’s Office, including any maps that may be prepared and recorded as a substitution to or amendment of any such record of survey maps, as the Subdivision may be amended or expanded from time to time. The Plat Map(s) and all matters shown thereon are incorporated into this Declaration by this reference.

1.18 “Rules and Regulations” shall mean and refer to any rules and/or regulations that may be adopted, passed, amended, revised and/or enforced by the Committee or the Association from time to time that are deemed necessary for the Owners’ use and enjoyment of the Subdivision.

1.19 “Storage Shed” shall mean and refer to any freestanding or “lean to” structure that is designed or intended for the storage of any materials, equipment or personal property.

1.20 “Subdivision” or “Eagle Ridge Subdivision” shall mean all real property located within the Eagle Ridge residential development, including the Lots and Common Areas in all the Phases, as shown on the Plat Maps.

1.21 “Supplemental Declaration” shall mean and refer to a declaration that may be executed and recorded by the Declarant, or any affiliated individual or entity, for the sole purpose of annexing all or any portion of the Additional Land into the Subdivision such that the annexed Additional Land becomes subject to the terms, conditions, covenants and restrictions of this Declaration.

II **DESCRIPTION OF PROJECT**

The purpose of this Article II is to provide certain information required under Section 57-8a-212 of the Community Act.

2.1 Project. The name of the Project is “Eagle Ridge”.

2.2 Association. The name of the Association is “Eagle Ridge Cluster Subdivision Homeowners Association” which shall govern the entire Subdivision.

2.3 Description and Location. The legal description of the land that comprises the Subdivision as of the recording date of this Declaration is set forth under Exhibit “A” to this Declaration. The entire Subdivision is located in the unincorporated area of Weber County commonly known as Eden.

2.4 No Cooperative or Condominiums. The Subdivision is not a cooperative, and no portion of the Subdivision contains or will contain any condominiums.

2.5 Right to Expand Project. Pursuant to Article X of this Declaration, Declarant reserves the option to expand the Subdivision by annexing all or any portion of the Additional Land into the Subdivision by recording a Supplemental Declaration with the Weber County Recorder’s Office.

2.6 Common Area / Limited Common Area. The Subdivision includes Common Area as depicted on the Plat Maps and described in this Declaration. The Subdivision does not include any Limited Common Area.

2.7 Common Improvements. As of the Recording Date, the Subdivision is intended to include the following Common Improvements: open space, walking trails, and split-rail or decorative fencing. Declarant may, but is under no obligation, to construct or install any other Common Improvements within the Subdivision.

2.8 No Restrictions on Alienation. There shall be no restriction or restraint on alienation of any Lot including, without limitation, the leasing of any Living Unit. The language of this Section 2.8 is subject to any applicable laws, rules, regulations or ordinances that may be imposed by Weber County or any government agencies (e.g. restrictions on short-term rentals). The language of this Section 2.8 is also subject to any Rules and Regulations the Association may adopt regarding short-term rentals.

2.9 Appointment of Trustee. Metro National Title ("Metro") located at 1366 South Legend Hills Drive, Suite #140, Clearfield, UT 84015 is hereby appointed and designated as the trustee for purposes of enforcing and securing payment of Assessments pursuant to Utah Code Sections 57-1-20 and 57-8a-302.

III

NATURE AND PURPOSE OF RIGHTS GRANTED

3.1 Rights Appurtenant. Each and all of the rights granted or created in this Declaration are appurtenant to all Lots situated within the Subdivision and none of those rights may be transferred, assigned or encumbered except as appurtenances to such portions. For the purposes of such rights, the particular areas of the Subdivision which are benefited by such rights shall constitute the dominant estate, and the particular areas of the Subdivision which are burdened by such rights shall constitute the servient estate.

3.2 Nature and Effect of Covenants. Each and all of the covenants, restrictions and provisions contained in this Agreement:

- a. Are made for the direct, mutual and reciprocal benefit of the Owners;
- b. Create mutual equitable servitudes upon each portion of the Subdivision in favor of the other portions of the Subdivision;
- c. Constitute covenants running with the land and are a burden on the Burdened Sites located within the Subdivision for the benefit of the Benefited Sites located within the Subdivision; and
- d. Shall bind every person having any fee, leasehold, or other interest in any portion of the Subdivision at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, or provision in question, or to the extent that such covenant, restriction or provision is to be performed on such portion.

3.3 Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

Lot ____ of Eagle Ridge Cluster Subdivision, Phase ____ as shown on that certain plat map recorded in the Weber County Recorder's Office on _____, ____ as Entry No. _____, subject to that certain Amended and Restated Covenants, Conditions and Restrictions of the Eagle Ridge Cluster Subdivision, as may be supplemented or amended.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot in the Subdivision.

3.4 Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- a. The right of the Association, at its discretion, to suspend a Member's right to the use of any facilities included in the Common Areas for any period during which an Assessment on such Member's Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of the Governing Documents;
- b. The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- c. The right of the County and any other governmental or quasi-governmental body having jurisdiction over the Subdivision to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Subdivision for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal service; and;
- d. The right of the Association to dedicate or transfer all or any part of the Common Areas to the County or any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be first approved by two-thirds (2/3) of the Members present in person or represented by proxy and are entitled to cast at a meeting duly called for that purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

IV
HOME OWNERS ASSOCIATION

4.1 Establishment of Home Owners Association. Declarant has established the Association to carry out the obligations so designated in the Governing Documents. The Association is a Utah nonprofit corporation organized under the laws of Utah.

4.2 Bylaws. Bylaws for the administration of the Association and the Subdivision and for other purposes not inconsistent with the Community Act or Nonprofit Corporation Act or with the intent of this Declaration, have been adopted by the Association and a copy of such Bylaws is attached to and made part of this Declaration as Exhibit "B" (the "Bylaws") The attached Bylaws completely replace and supersede the Original Bylaws.

4.3 Membership. Each Owner shall be a Member of the Association and shall be entitled to one membership for each Lot so owned. Ownership of a Lot shall be the sole qualification for membership in the Association. The Owner of each Lot is required to be a Member of the Association. Likewise, each purchaser of a Lot, by virtue of accepting a deed or other document of conveyance thereto, shall automatically become a Member of the Association. Membership may not be partitioned from the ownership of any Lot.

4.4 Transfer of Membership. Each Owner's Association membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer of any Association membership shall be void. Any transfer of title to a Lot shall automatically transfer to the Lot's new Owner the membership in the Association that is appurtenant to such Lot.

4.5 Voting Membership. The Association shall consist of one class of membership. All the Owners of Lots shall be "Members." The Owner(s) of any one Lot shall be entitled to one (1) vote. When more than one Owner holds an interest in any Lot, all such Owners shall be Members. The vote for their Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. For any Lot held by a trust, the Owner shall be the acting trustee of the trust at the time. The total collective voting power of the Owners shall be equal to the total number of Lots that comprise the Subdivision as of the date the vote is administered.

4.6 Mail-In/Email of Ballots. In any instance where voting on a matter is permitted or required herein, such vote may be carried out without a meeting by mail-in or email ballot sent to all Owners entitled to vote on the matter pursuant to the applicable procedure set forth in the Bylaws, and the approval of a majority of the votes actually cast shall be sufficient to approve such matter, except where a different threshold is specifically required herein.

V

BOARD OF TRUSTEES / ARCHITECTURAL CONTROL COMMITTEE

5.1 **Board Purpose.** Administrative, management, and enforcement authority of the Association is vested in the Board of Trustees (“**Board**”). The Board, for the benefit of the Association and the Owners, shall administer, manage and enforce the provisions of the Governing Documents and shall have all powers and authority permitted to the Board under the Community Act, the Nonprofit Corporation Act and the Governing Documents. The Board shall elect officers from among the Board members pursuant to the Bylaws. The Board may delegate all or any portion of the Board’s authority to a Manager, or in such other manner as may be permitted under the Governing Documents.

5.2 **Board Authority.** The Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Governing Documents including, but not limited to, the following:

- a. To make and enforce all rules and regulations covering the use, operation and maintenance of the Subdivision;
- b. To maintain the Common Areas;
- c. To enter into contracts, deeds, leases and/or other written instructions or documents and to authorize the execution and delivery thereof by the appropriate officers;
- d. To assess and collect Assessments from its Members to cover the Common Expenses;
- e. To open bank accounts on behalf of the Association and to designate the signatures thereof;
- f. To bring, prosecute and settle litigation for itself and the Association;
- g. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Members or Owners, items of personal property necessary or convenient to the management of the business and affairs of the Association or for the operation of the Subdivision, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.
- h. To keep adequate books and records; and
- i. To do all other acts necessary for the operation and maintenance of the Subdivision and the performance of its duties as agent for the Association, including the maintenance and repair of any portion of the Subdivision if necessary, to protect or preserve the Subdivision.

5.3 Common Area Entry by Board. The Board and its agents or designees (including the Manager, if any) may enter any portion of the Common Area from time to time in order to perform and discharge the responsibilities, duties and obligations of the Association pursuant to the Governing Documents.

5.4 Use of Third Parties. The Board may hire qualified individuals or entities to perform the Association's obligations with regard to the maintenance, repair and/or replacement of Common Area and Common Improvements. The Association must enter into a written agreement with such individuals or entities, and they must be fully bonded and must be properly insured consistent with the advice and/or requirements of the Association's insurance agent or provider.

5.5 Architectural Control Committee. The aesthetics and architectural standards of the Subdivision shall be governed and enforced by the Architectural Control Committee (the "Committee") consisting of three (3) persons who need not be Members of the Association. The Committee may act by any two (2) of its members, and any authorization or approval made by the Committee must be in writing and signed by at least two (2) members. During the Period of Declarant Control, the Declarant shall control the Committee, appoint all members of the Committee, and fill any vacancies therein. Until such time as Declarant relinquishes control of the Committee to the Association, Declarant shall also have the right, at any time, in Declarant's sole discretion to permit one or more of the members of the Committee to be elected by the vote of majority of the Owners. Any member of the Committee may resign from the Committee, at any time, upon at least thirty (30) days written notice to the other Committee members. When Declarant relinquishes control of the Committee to the Association, the members of the Committee may be removed, replaced or elected by a majority vote of the Owners, at any meeting of the Owners at which Owners of at least 51% of the Lots are present. The Declarant may, at the Declarant's sole discretion, elect to relinquish control over the Committee at an earlier date. The number of members of the Committee may be changed by an amendment of this Declaration. Each Committee member shall be appointed or elected for staggered terms of one (1) year to three (3) years.

5.6 Design Guidelines. The Subdivision's aesthetical and architectural standards must be consistent with building and design standards ("Design Guidelines") as approved and published by the Committee. Such Design Guidelines must at all times remain consistent with those provisions of this Declaration that directly or indirectly impact the aesthetic and architectural standards of the Subdivision.

5.7 Committee Authority. The Committee shall have the authority to make any necessary changes required to update the Design Guidelines in order to maintain the integrity of the overall Subdivision plan. The Committee shall pass upon, approve or reject any plans or specifications for any improvements to be made and constructed on Lots within the Subdivision, and shall enforce the aesthetic and architectural covenants and restrictions of the Subdivision so that all Living Units and other improvements shall conform to the restrictions and general plans of the Subdivision, the Association and Committee, for the improvement and development of the entire Subdivision.

5.8 Liability. Members of the Board and Committee, including their officers and any agents of the Association shall not be liable to any Members or Owners as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; shall have no personal liability in contract to a Member, Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; shall have no personal liability in tort to any Member, Owner or any person or entity, direct or imputed, by virtue of acts performed by them. in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and shall have no personal liability arising out of the use, misuse or condition of the Subdivision, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

5.9 Indemnification. Each Board member, Association officer, or member of the Committee shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of holding or having held such a position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement as being in the best interests of the Association.

VI ASSESSMENTS

6.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his or her interest in a Lot, be deemed to have covenanted and agreed to pay to the Association the Assessments described in this Article together with the amounts hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain (i) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (ii) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or herself or his or her Lot from liability for payment of Assessments by waiver of his or her rights concerning the Common Areas or by abandonment of his or her Lot. The term "Assessments" collectively refers to Annual Assessments as described under Section 6.4, and Special Assessments as described under Section 6.5.

6.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Subdivision. The Association may use from Assessments to pay the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas and Common Improvements; management and supervision of the Common Areas; establishment and funding of a reserve fund to cover major repairs or the improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or the Articles.

6.3 Annual Budget. No later than December 1st of each year, the Board shall adopt and approve an annual operating budget (the "Annual Budget") itemizing the estimated expenses for the administration, operation and maintenance of the Subdivision, including the cost of maintaining the Common Areas (collectively, "Common Expenses") for the upcoming calendar year. The Annual Budget shall itemize any and all Common Expenses, anticipated receipts (if any), and shall include any deficit or surplus from prior operating periods. The Annual Budget may, but is not required to, include the reserve fund line item as described under the Community Act.

6.4 Annual Assessment. Each Lot will be subject to an annual assessment to pay the Association's annual Common Expenses (the "Annual Assessment"). The Annual Assessment for each Lot shall be determined based upon the Annual Budget (*i.e.* total Common Expenses divided by total number of Lots). No later than December 15th of each year, the Board shall deliver to the Owners written notice of the amount of the Annual Assessment (the "Annual Assessment Notice") accompanied by a copy of the Annual Budget.

6.5 Special Assessments. The Association may levy Special Assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid by Annual Assessments; or (ii) the cost of any construction, reconstruction, or unexpected repair or replacement of any Common Improvements or any Common Areas. Any such Special Assessment must be approved by at least sixty percent (60%) of the votes of the Members.

6.6 Uniform Rate of Assessment. Each Assessment shall be equally imposed against all Lots that comprise the Subdivision as of the date the Assessment is imposed by the Board.

6.7 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrance of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

6.8 Effect of Nonpayment and Remedies. The Association may enforce the Owners' obligation to timely pay Assessments as set forth under the Community Act. Any Assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a personal liability for payment by the Owner. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the Assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall

bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action against the Owner who is personally liable or to foreclose the lien against the lot, or both. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each other expense incurred by the Association in enforcing its rights.

VII OPERATION AND MAINTENANCE

7.1 Maintenance of Living Units. Each Living Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Subdivision and so as not to adversely affect the value or use of any other Living Unit. The Association shall have no obligation to maintain or care for any Living Unit.

7.2 Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas and Common Improvements as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive and generally in good condition and repair.

7.3 Insurance. The Association may secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with residential subdivisions similar to the Subdivision. The following additional provisions shall apply with respect to insurance obtained by the Association:

- a. All policies shall be written by a company holding an A.M. Best rating of AAA or better.
- b. The Association shall have the authority to adjust losses.
- c. Insurance secured and maintained by the Association shall not be sought for contribution with insurance held by the individual Owners or their mortgagees for any individual Living Units.
- d. The Board shall have the authority to enter into agreement on behalf of the Association with lenders, obligating the Association to carry such hazard, flood, and liability insurance and a fidelity bond as shall be required by lenders.

7.4 Manager. The Association may retain and employ a Manager through which it may carry out any of its operational functions set forth in this Declaration. Any Manager so engaged may be an independent contractor, an agent, or employee of the Association, and shall be responsible for managing the Subdivision for the benefit of the Association and the Owners. To the extent permitted by law and the terms of the agreement with the Association, the Manager shall be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself for the maintenance, repair and operation of the Common Areas and Common Improvements.

VIII
GENERAL USE RESTRICTIONS

All Lots within the Subdivision shall be held, used and enjoyed subject to the following limitations and restrictions:

8.1 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

8.2 Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the Common Areas.

8.3 Commercial / Retail Activities. Retail or commercial activities of any size, kind or nature whatsoever are prohibited on any portion of the Common Area. Retail or commercial activities are likewise prohibited in any Living Unit; provided, however, that this restriction generally does not apply to using a portion of the Living Unit as a professional office.

The purpose of the restrictions set forth under this Section 8.3 is to preserve the right of Owners (or the guest, tenant or other occupant of any Living Unit) to live in a neighborhood that is free from business-related employee, client or customer interaction, potential Association liability due to business being conducted within the Subdivision, and the nuisance or annoyance often associated with increased or excessive vehicular or pedestrian traffic.

8.4 Dwelling Size. For all Lots located in Phase 1 and Phase 2 of the Subdivision, the ground floor area of the main structure of each Living Unit, exclusive of one-story open porches and garages, shall not be less than 1,450 square feet for a one-story dwelling and no less than 1,200 square feet for a dwelling over one-story. For all Lots located in any other Phase of the Subdivision, the ground floor area of the main structure of each Living Unit, exclusive of one-story open porches and garages, shall not be less than 2,000 square feet for a one-story dwelling and no less than 1,850 square feet for a dwelling over one-story.

8.5 Leases; Short-Term Rentals. No Owner shall lease or rent to a third-party a Living Unit or Lot for a period less than six (6) months, and seasonal, resort, hotel, corporate, executive, rental pool uses are not permitted, including but not limited to short-term rentals through such services as Airbnb and VRBO. However, the 6 (six) month duration limitation does not apply to an Owner while serving in the military; a lease to the parent, child or sibling of an Owner; or an Owner relocated by his/her employer. All lease agreements between an Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the lessee to comply with the terms of such Governing Documents shall be a default under the lease. All lease agreements must be in writing and a copy provided to the Association upon execution of the lease agreement.

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

8.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot or Common Area within the Subdivision. No odors shall be permitted to arise so as to render any portion of the Subdivision unsanitary, unsightly, offensive or detrimental to any other Lot or Common Area or to its occupants. No noise or other nuisance shall be permitted to exist or operate within the Subdivision so as to be offensive or detrimental to any other Lot or Common area or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot or Common Area without the prior written approval of the Association.

8.8 Lighting / "Dark Sky" Compliance. Any lighting located in the Subdivision must be "dark sky" compliant and is subject to Committee approval. No outdoor lighting is permitted unless such lighting is designed and installed so as to aim downwards and limit the field of light to the confines of the Living Unit or Lot upon which such lighting has been installed. Exterior lighting fixtures shall not direct excessive lighting or glare into any other Living Units or Lots or beyond the boundaries of the Subdivision. Whenever possible, efforts should be made to ensure that both indoor and outdoor lighting is not unreasonably offensive to surrounding property owners. No excessively bright indoor lighting, such as industrial lights, floodlights, workroom lights, or fluorescent lights are permitted. In order to ensure compliance with this Section 8.8 throughout the entire Subdivision, the Committee may require the removal and/or replacement of any noncompliant or nonconforming lighting that may have been installed prior to or after the recording of this Declaration.

In addition to the general lighting requirements and guidelines set forth in the previous paragraph, the following lighting requirements shall apply to any and all lighting that may be installed or utilized in the Subdivision:

a) Carriage lighting, of the type employed on garages and porches in the Subdivision, is not considered "dark sky" compliant unless the proper bulbs are used. Accordingly, low lumen (450 lumens or less) and amber spectrum (3000 Kelvin or less) bulbs are required for all such carriage fixtures.

b) Unless the light source is 450 lumens (40 watt equivalent) or less (brightness) and 3000 Kelvin or less (color temperature), all exterior lighting must be fully shielded with the light source above the horizontal line of the shield.

c) Standard floodlights (also known as security lights) must be either fully shielded or on a motion detector that is set so as not to cause the light to be an annoyance by being constantly or easily activated by common occurrences such as wind, rain, snowfall or wildlife.

d) No landscape lighting (other than for holiday season lighting from November 15 until January 15) is permitted. String lighting (party lighting) is permitted on an occasional and infrequent basis provided such lighting does not cast excessive light or glare into other Living Units or Lots. Such lighting must be turned off no later than 10:00 PM.

8.9 Animals. No animals of any kind shall be raised, bred or kept, with the exception of dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose. Any animals permitted on any Common Area shall be on a leash and strictly controlled and kept pursuant to County ordinances. At no time shall any Owner allow any animal to make an unreasonable amount of noise or become a nuisance or create unsanitary conditions anywhere in the Subdivision. The Association and the Committee shall have the authority to prohibit any Owner from keeping any animal on the Subdivision which is determined to be a nuisance.

An exception to this Section 8.9 will be those Lots within the Subdivision that are specifically designated for the keeping and use of horses ("Horse Lots"). The Declarant shall have the sole authority to designate Horse Lots anywhere within the Project. The Declarant shall designate Horse Lots in any given Phase by clearly identifying such Horse Lots in the Supplemental Declaration used to annex such Phase into the Project. There are no Horse Lots in Phases 1 through 6 of the Project, although the Declarant may elect to designate Horse Lots in any future Phases of the Project. The Association, including the Board of Trustees, shall have no authority whatsoever to designate any Lots as Horse Lots.

8.10 Temporary and Other Structures. No structures of a temporary nature, such as a trailer, basement house, tent, shack, garage, barn or any other outbuilding, shall be used at any time as a residence either temporarily or permanently, nor shall said temporary structures be permitted in the Subdivision at any time. No old or secondhand structures shall be moved onto any Lot, it being the intention that all dwellings and other buildings that are erected within the Subdivision shall be new construction and of good quality, workmanship and material and constructed from materials similar to that used on the exterior of the Living Units.

8.11 Storage Sheds. No Lot may include more than one Storage Shed. The location, design and construction of any Storage Shed must be approved by the Committee. Storage Sheds must match, as closely as reasonably possible, the architectural style, materials and color of the Living Unit. The Committee is not obligated to approve the construction or placement of a Storage Shed on any particular Lot.

Each Storage Shed must be a permanent structure. Prefabricated or temporary Storage Sheds are strictly prohibited. Storage Sheds must be one story in height only. Multi-story Storage Sheds are strictly prohibited. The maximum size of each Storage Shed shall be limited to 12 feet wide by 14 feet long by 12 feet high. The Committee may require that trees, shrubs or other plant material surround the Storage Shed in order to provide a visually pleasing appearance. The Storage Shed must be intended, designed and used solely for the purpose of storing gardening, lawn or landscaping tools or similar equipment. Storage Sheds shall not be used for occupancy, or as an office or a recreational or playground facility. Any utilities servicing the Storage Shed must be located underground and must meet all county and state

codes. Storage Sheds must be located so as to minimize visibility from adjacent streets and other Lots. No Storage Shed may be constructed on any Lot prior to construction of the Dwelling on such Lot.

8.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure that has been approved by the Committee or screened from view in a manner that has been approved by the Committee. The Committee is not obligated to approve any such structure or method of screening. Accordingly, the Committee may prevent or prohibit any such structure or method of screening on any particular Lot.

Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

8.13 No Further Subdividing. No Lot or Common Area may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Association. However, nothing herein shall be deemed to prevent or require the approval of the Association for the transfer or sale of any Lot or Living Unit to more than one person to be held by them as tenants in common, joint tenants or tenants by the entirety.

8.14 Signs. Except for any commercial area signs installed by Declarant or provided for on any plans approved by Declarant, no sign of any kind shall be displayed to the public view without the approval of the Committee. Such signs as may be used by Declarant in connection with the development of the Subdivision and sale of Lots and such signs of customary and reasonable dimensions as set forth by the Committee may be displayed on or from a residence advertising a Lot for sale or lease. Any for sale or for lease signs not more than three (3) feet by two (2) feet, plain white with black block letters, shall not require Committee approval. A Lot identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street, and numbers, not to exceed six (6) feet from ground level, may be lighted to insure nighttime visibility. If applicable County sign ordinances are more restrictive than the foregoing requirements, the County ordinances will govern.

8.15 Overnight Parking. No vehicles of any kind shall be permitted to be parked on any street within Subdivision between the hours of 2:00 am and 6:00 am of any morning. Parking on painted pathways is not permitted except in emergencies.

8.16 No Hazardous Activities. No activities shall be conducted within the Subdivision and no improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged, and no open fires nor incinerators shall be lighted or permitted, within the Subdivision except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

8.17 Repair of Buildings. No improvement upon any Lot shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately stained, painted or otherwise finished by the Owner thereof.

8.18 Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any existing improvement within the Subdivision, nor any removal of any improvement in the Subdivision (other than restorative repairs or rebuilding) without the prior approval of the Committee.

8.19 Exemption of Declarant. Nothing in this Declaration shall limit the right of Declarant to complete excavation, grading and construction of improvements to any portion of the Subdivision that is owned by Declarant as Declarant deems advisable in the course of development of the Subdivision as long as any Lot remains unsold. Declarant is further authorized to use any structure in the Subdivision as a model home or a real estate sales and leasing office. The rights of Declarant in this Declaration may be assigned by Declarant.

8.20 Rooftop Antennas. No television, ham radio, citizen's band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side on any Living Unit or elsewhere if exposed to view from a road within the Subdivision. Such antennas, if used, must be of the type that is installed within the natural building structure or as permitted by the Committee. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any home entertainment facilities or equipment located on any other Lot.

8.21 Satellite Dishes. Digital receiving satellite dishes, no greater in size than two (2) feet in diameter, can be side mounted, but only on the side or rear elevation of the house. The Committee may approve a roof mount, as a last resort, if a signal cannot be obtained, otherwise. Satellite dishes larger than two (2) feet in diameter will not be allowed, unless fully screened, from all views and approved in writing by the Committee.

8.22 Access. All vehicular and pedestrian travel within the Subdivision is restricted to dedicated street rights-of-way. Anyone taking shortcuts between dedicated roads, whether paved or gravel, is trespassing either on a Lot or on Common Area. Nothing herein is to be construed as prohibiting proper use of Common Areas and walkways.

8.23 Motorbikes. All motorcycles, trail bikes, three-wheel power devices, automobiles, two or four-wheel drive recreational type vehicles are to be operated only on established roads and streets and are specifically prohibited from all Common Areas, including any trails, footpaths or walkways.

8.24 Noise Sources. Sources of noise such as air conditioning compressors and speakers, on Living Units or automobiles, should be installed and used in such a manner so as to not disturb neighbors or adversely impact wildlife, and shall under no circumstances generate noise levels exceeding 50 dB measured at the source.

8.25 Fines. As set forth under the Community Act, the Board may adopt and implement fines in order to enforce the use restrictions set forth under this Article VIII and any Rules and Regulations. The Board shall adopt a schedule of fines as part of the Rules and Regulations. After delivering a written warning as required under Section 57-8a-208 of the Community Act, the Board may, without any further written warnings, impose fines for any continued or ongoing violations.

IX **DESIGN REVIEW PROCESS**

9.1 Purpose. In order to ensure a consistent, high quality and integrated design throughout all phases of the Subdivision, the Committee will review and approve all proposed construction plans and submittal documents prior to submission to the County. A design review process has been established to review site planning, architecture and landscape design for conformance to Design Guidelines published by the Committee, in addition to encouraging excellence and innovation in the development of a cohesive community design theme. Each Owner agrees to be bound by the Design Guidelines. Neither the Declarant nor the Association or the Committee assumes responsibility for plan review or conformance to applicable governmental codes or ordinances.

9.2 Review Requirements. All improvements on a Lot including, without limitation, Living Units and any Storage Sheds, require review and approval by the Committee in accordance with the procedures set forth in this Section. Any field changes must be approved by the Committee prior to construction.

9.3 Submittal Requirements. The authorized submittal checklist outlines the format and content of submittals to the Committee. All plans must be prepared by licensed or otherwise qualified design professionals. Submittals that are deemed incomplete or illegible will be returned un-reviewed. Owners, builders and design professionals are expected to carefully read and understand these guidelines and submittal timelines. Owners should refer to the Design Guidelines published by the Committee for additional submittal requirements.

9.4 Review Standards. The Committee shall review each submittal for its commitment to the overall community vision, standards and adherence to the Design Guidelines, and any other supporting documents. The Committee is not responsible for reviewing submittals for conformance to any applicable codes or standards established by a governmental agency.

9.5 Application Response Time. After a submittal is accepted as complete and is in accordance with the design review requirements and Design Guidelines, the Committee will make every effort to approve or disapprove a submittal within thirty (30) business days from submittal acceptance; however, the lack of a response from the Committee shall not be deemed an approval.

9.6 Review Fees. The Committee may assess fees for the design review process which may change from time to time. Such fees shall be payable at the time of submittal.

9.7 Pre-Design Conference. The builder or Owner shall contact the Committee to schedule a Pre-Design Conference prior to beginning any design work. The purpose of this conference is to distribute and explain the Design Guidelines, supporting documents, and review process, and to clarify submittal requirements, and discuss any unique conditions or opportunities of the proposed construction site. It is required that these meetings take place on the homesite and that the Owner's architect or design professional be present.

9.8 Preliminary and Final Plan Reviews. Once a preliminary plan has been approved or approved with conditions, the builder or Owner may proceed to final plan submittal. The builder must address all conditions on the final plans before final approval will be granted. Builders may not skip preliminary plan review and go directly to final plans without prior permission by the Committee.

9.9 Approvals and Re-Submittals. All submittals reviewed by the Committee will be noted as follows:

- a. **Approved** - Submittal satisfies all Committee requirements.
- b. **Approved with Conditions** - Submittal satisfies most Committee requirements but may contain some minor items in need of clarification or correction. Conditions must be addressed prior to final approval.
- c. **Address Comments and Resubmit** - Submittal contains significant deficiencies, does not conform to the Design Guidelines, or does not address previous comments. Submittal must be resubmitted with all comments addressed.
- d. **Denied** - Submittal contains items not permitted by the Design Guidelines; ore
- e. **Construction Inspection** - The Committee will make periodic in-progress inspections of construction to ensure compliance with the approved construction documents and plans, and the guidelines.

9.10 Notice of Construction. The builder or Owner will provide the Committee with a written Notice of Construction at least seven (7) calendar days prior to the start of construction. This notice will include a verification of the construction schedule and key individuals to contact (including Owner, contractor and construction supervisor) in the event conditions at the job site require such action.

X
PERIOD OF DECLARANT CONTROL

10.1 The Period of Declarant Control shall terminate upon the occurrence of the earliest of the following events:

- (a) 60 days after 100% of the total number of Lots (as the Subdivision may be amended or expanded from time to time) have been conveyed to Owners other than the Declarant;
- (b) twenty-five (25) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business; or
- (c) the date upon which Declarant has recorded an instrument voluntarily surrendering all rights to control the Association.

The term Period of Declarant Control is synonymous with the term "period of administrative control" as that term is used in the Community Act.

During the entire Period of Declarant Control:

- A. the Declarant shall have the authority to appoint or remove members of the Committee and members of the Board,
- B. the Declarant shall have the authority to exercise the authority assigned to the Association under the Governing Documents, and
- C. the actions or decisions of the Association and the Board must be approved by the Declarant before such actions or decisions become effective.

10.2 Termination of Period of Declarant Control. Notwithstanding any language in any Governing Documents that may be construed to the contrary with respect to the Declarant's ability to voluntarily terminate the Period of Declarant Control, the Declarant may (in its sole and absolute discretion) voluntarily terminate the Period of Declarant Control in whole or in part, with respect to all or any portion of the Subdivision, any portion of Additional Land, or with respect to any issue, matter or subject whatsoever. Declarant may, for example, elect to relinquish control of the Board while retaining control over the Committee.

Declarant's decision to voluntarily partially or completely terminate the Period of Declarant Control with respect to all or any portion of the Subdivision, any portion of Additional Land, or with respect to any issue, matter or subject shall in no event affect, modify, or act to waive Declarant's authority under the Period of Declarant Control except with respect to such portion of the Subdivision, any portion of Additional Land, or with respect to any issue, matter or subject. Termination of the Period of Declarant Control shall not result in any loss or waiver whatsoever of Declarant's rights incident to Declarant's ownership of any Lots or any unbuilt and/or unsold Living Units.

XI
EXPANSION OF SUBDIVISION / ADDITIONAL LAND

11.1 Expansion of Subdivision. At any time during the Period of Declarant Control, the Declarant may add all or any portion of the Additional Land and cause the same to become a part of the Subdivision by recording with the Weber County Recorder's Office (A) a Plat Map describing the portion of the Additional Land and the Lots created on it and (B) a Supplemental Declaration stating the Declarant has added such portion of the Additional Land to the Subdivision and such added portion of the Additional Land will become subject to and governed by this Declaration.

11.2 Additional Land. As used in this Declaration, the term "Additional Land" means and refers to any portion of the real property that: (A) is or may be owned by Declarant or any entity affiliated with Declarant, (B) is located adjacent to or in the vicinity of the Subdivision, and (C) has not yet been made subject to this Declaration through the recording of a Supplemental Declaration. Without in any way limiting or restricting the real property that could be identified as Additional Land, as of the date of the recording of this Declaration, the Additional Land refers to and includes (i) Weber County Parcel No. 22-015-0093, which consists of approximately 9.37 acres, (ii) Weber County Parcel No. 22-015-0070, which consists of approximately 10 acres, and (iii) Weber County Parcel No. 22-015-0026, which consists of approximately 7.12 acres. The Declarant may also designate as Additional Land any other parcels that are owned or controlled by the Declarant or any entity that is affiliated with Declarant.

11.3 No Obligation to Expand. The Declarant reserves the right to add some or all of the Additional Land to the Subdivision, but is under no obligation to do so. Any portion of the Additional Land that is not added to the Subdivision may be developed by the Declarant, or by another party, in a manner that is different from that described in this Declaration.

11.4 Expansion in Phases. The Declarant may exercise its right to expand the Subdivision in separate phases or stages (individually a "Phase" and collectively the "Phases"). The addition of some of the Additional Land shall not obligate the Declarant to add the balance of the Additional Land to the Subdivision, or to add to the Subdivision any Common Areas or Common Improvements that may have been contemplated as part of any future Phase(s).

XII
AMENDMENTS TO DECLARATION

Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Consistent with the Declarant's duties, rights and obligations throughout the Governing Documents, prior to the termination of the Period of Declarant Control, the Declarant may unilaterally amend this Declaration.

As provided under Section 57-8a-104 of the Community Act, after the Period of Declarant Control has expired, any proposed amendment (A) must be approved by a majority of the Board prior to being presented to the Owners for their approval, and (B) must be adopted by an affirmative vote of Owners holding at least sixty-seven (67%) percent of the total voting rights. In all events, the amendment when adopted shall bear the signature of the President of the Association and shall be attested by the Secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the Weber County Recorder's Office and any other appropriate governmental offices. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration unless otherwise specifically provided in the section being amended or the amendment itself.

XIII **GENERAL PROVISIONS**

13.1 Delivery of Notices to the Association. All notices to the Association or the Board shall be sent in care of the Manager or, if there is no Manager, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

13.2 Delivery of Notices to the Owners. Pursuant to Section 57-8a-214 of the Community Act, except as otherwise specifically permitted under any provision of this Declaration or the Bylaws, or except as otherwise required under the Community Act or Nonprofit Corporation Act, the Association may send notices to Owners via first-class mail, registered mail or email.

The Association may also post notices on the Association's website (if any), but only if such notice has also been delivered to the Owners via first-class mail, registered mail or email. The Association may not utilize the Association's website as the sole means of delivering notices to the Owners. The Association may not utilize text messaging or any other electronic transmission (as that term is defined under Section 16-6a-102 of the Nonprofit Act) to deliver notices.

Each Owner must provide the Secretary of the Association with an email address which the Association may use for electronic delivery of certain notices. Each Owner shall also provide the Secretary of the Association with a mailing address at which the Association may mail any notices that, pursuant to the provisions of this Declaration, the Bylaws or the Community Act or Nonprofit Corporation Act, may not be electronically delivered. The Secretary of the Association shall maintain each Owner's email address and mailing address in the Association's ownership records.

Any notice that is sent via first-class mail or registered mail shall be sent to the mailing address that is on file with the Association. Any notice that is delivered via first-class mail shall be deemed to have been delivered three (3) business days after a copy has been deposited in the United States mail, postage prepaid.

If an Owner has not provided the Association with a mailing address, any notices the Association wishes to mail to that Owner shall be delivered via first-class mail or registered mail to both (A) the mailing address for such Owner that is published on the Weber County Assessor's Office website and (B) the physical address of such Owner's Lot/Living Unit (if the two addresses are different).

An Owner may, by written demand to the Board, require that the Association abstain from delivering any notices to such Owner via email or any other electronic means and require that the Association only deliver notices to such Owner via first-class mail or registered mail.

If a Lot and/or Living Unit is jointly owned or the Lot and/or Living Unit has been sold under a land sale contract, notices shall be sent to a single mail address, of which the Board has been notified in writing by such parties. If no address has been given to the Board in writing, notices shall be sent to the mailing address that appears on the website for the Weber County Assessor's Office or to the mailing address for the Owner's Lot and/or Living Unit.

13.3 Enforcement. Declarant, the Committee, the Association and 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 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 sums for such violation. Failure by the Declarant, the Committee, the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13.4 Severability. Should any of the covenants contained in this Declaration be void or be or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.

13.5 Term. This Declaration and the covenants herein contained shall be in effect until sixty (60) years from the Effective Date and shall automatically be extended for successive periods often (10) years thereafter unless within six (6) months prior to the expiration of the initial term or any ten (10) year renewal period a written agreement executed by no less than sixty-seven percent (67%) of the then record Owners shall be placed on record in the Weber County Recorder's Office by the terms of which agreement the effectiveness of this Declaration is terminated or the covenants herein contained are extinguished in whole or in part as to all or any part of the Subdivision then subject thereto. Notwithstanding any other provision of this Section 13.5, during the Period of Declarant Control, this Declaration may not be terminated, and none of the covenants herein may be extinguished in whole or in part, by any Owners without the Declarant's written permission, which the Declarant may grant or deny in the Declarant's sole discretion.

13.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Eagle Ridge Subdivision. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

13.7 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

13.8 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is 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 any Owner in the Subdivision. Such remedy shall be deemed cumulative and not exclusive.

13.9 Attorneys' Fees. In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing party or parties shall be entitled, in addition to all expenses, costs and damages, to reasonable attorneys' fees, whether or not such controversy or claim is litigated and prosecuted to judgment.

13.10 The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property encumbered by this Declaration, each person or entity, for himself or herself or itself, his or her heirs, personal representatives, successors, transferee and assigns, binds himself or herself, his or her heirs, personal representatives, successors, transferee and assigns, to all the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered hereby, and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers; assignees, and transferee thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners.

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13.11 Effect of Recording. Immediately upon the recordation of this Declaration in the Weber County Recorder's Office: (a) this Declaration shall be effective against the entirety of Phases 1 through 6 of the Eagle Ridge Subdivision, (ii) this Declaration shall completely replace and supersede the Original Declarations in their entirety, and (iii) the Original Declarations shall have no further force or effect.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer on this 19 day of August, 2020.

OPHEIKENS & COMPANY, INC.
a Utah corporation

By: 
Name: Orloff Opheikens
Title: President

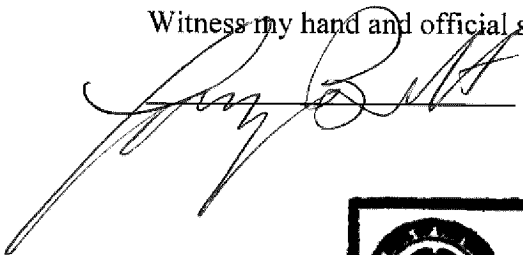
STATE OF UTAH)

: ss)

COUNTY OF WEBER)

On this 19th day of August, in the year 2020, before me Tammy Burnett a notary public, personally appeared Orluff Opheikens, in his capacity as President of Opheikens & Company, Inc., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

 Notary Public

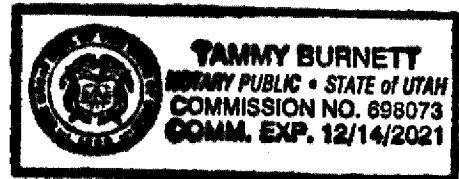


Exhibit "A"
to
Amended & Restated Covenants, Conditions and Restrictions for
Eagle Ridge Cluster Subdivision

Legal Description

The real property that is subject to this Declaration includes any and all real property (including, without limitation, any and all Lots and Common Area) and any easements or improvements located upon such real property (including, without limitation, any and all Living Units and Common Improvements) located in that certain residential subdivision located in Weber County, State of Utah, commonly known as "Eagle Ridge" as identified and included in the following Plat Maps, as such Plat Maps may be substituted or amended:

Lots 1 through 17 and all Common Areas as shown on that certain plat map entitled "Eagle Ridge Cluster Subdivision, Phase 1" which was recorded in the Weber County Recorder's Office on December 31, 1997, in Book 45, Page 98 as Entry No. 1513220.

Weber County Tax Parcel Nos. 22-139-0001, 22-139-0002, 22-139-0003, 22-139-0004, 22-139-0005, 22-139-0006, 22-139-0007, 22-139-0008, 22-139-0009, 22-139-0010, 22-139-0011, 22-139-0012, 22-139-0013, 22-139-0014, 22-139-0015, 22-139-0016, 22-139-0017, and 22-139-0018.

Lots 18 through 24 and all Common Areas as shown on that certain plat map entitled "Eagle Ridge Cluster Subdivision, Phase 2" which was recorded in the Weber County Recorder's Office on March 26, 1999, in Book 49, Page 21 as Entry No. 1623205.

Weber County Tax Parcel Nos. 22-152-0001, 22-152-0002, 22-152-0003, 22-152-0004, 22-152-0005, 22-152-0006, 22-152-0007, and 22-152-0010

Lots 25 through 38 and all Common Areas as shown on that certain plat map entitled "Eagle Ridge Cluster Subdivision, Phase 3" which was recorded in the Weber County Recorder's Office on September 20, 2005, in Book 62, Page 46 as Entry No. 2130039.

Weber County Tax Parcel Nos. 22-240-0001, 22-240-0002, 22-240-0003, 22-240-0004, 22-240-0005, 22-240-0006, 22-240-0007, 22-240-0008, 22-240-0009, 22-240-0010, 22-240-0011, 22-240-0012, 22-240-0013, 22-240-0014, and 22-240-0015.

Lots 39 through 48 and all Common Areas as shown on that certain plat map entitled "Eagle Ridge Cluster Subdivision, Phase 4" which was recorded in the Weber County Recorder's Office on October 27, 2005, in Book 62, Page 81 as Entry No. 2138214.

Weber County Tax Parcel Nos. 22-245-0001, 22-245-0002, 22-245-0003, 22-245-0004, 22-245-0005, 22-245-0006, 22-245-0007, 22-245-0008, 22-245-0009, 22-245-0010, and 22-245-0011.

Exhibit "A" (continued)

Lots 49 through 64 and all Common Areas as shown on that certain plat map entitled "Eagle Ridge Cluster Subdivision, Phase 5" which was recorded in the Weber County Recorder's Office on June 7, 2006, in Book 63, Page 97 as Entry No. 2185202.

Weber County Tax Parcel Nos. 22-258-0001, 22-258-0002, 22-258-0003, 22-258-0004, 22-258-0005, 22-258-0006, 22-258-0007, 22-258-0008, 22-258-0009, 22-258-0010, 22-258-0011, 22-258-0012, 22-258-0013, 22-258-0014, 22-258-0015, 22-258-0016, and 22-258-0017.

Lots 66 through 69 and all Common Areas as shown on that certain plat map entitled "Eagle Ridge Cluster Subdivision, Phase 6" which was recorded in the Weber County Recorder's Office on May 18, 2018, in Book 83, Pages 35 and 36 as Entry No. 2921467.

Weber County Tax Parcel Nos. 22-352-0002, 22-352-0003, 22-352-0004, 22-352-0005, and 22-352-0006.

Exhibit "B"
to
Amended & Restated Covenants, Conditions and Restrictions for
Eagle Ridge Cluster Subdivision

Bylaws of Eagle Ridge at Eden Hills Homeowners Association

[see attached Bylaws consisting of thirteen (13) pages]

**BYLAWS OF
EAGLE RIDGE AT EDEN HILLS HOMEOWNERS ASSOCIATION
A UTAH NONPROFIT CORPORATION**

ARTICLE I. INTRODUCTION

1.01 Name. These are the Bylaws of the Eagle Ridge at Eden Hills Homeowners Association, a Utah nonprofit corporation (the “**Association**”). The Association serves as the governing body for the residential subdivision located in Eden, Utah, known as “Eagle Ridge” (the “**Project**”). The Project has been subjected to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Ridge Cluster Subdivision to which these Bylaws are attached as Exhibit “B”.

1.02 Principal Office. The principal office of the Association is located at 933 Wall Avenue, Ogden, Utah 84404. The Board of Trustees (“**Board**”) may change the principal office of the Association from one location to another within Weber County.

1.03 Application. These Bylaws are applicable to the planned residential unit development known as Eagle Ridge (the “**Development**”), located in Eden, which is an unincorporated portion of County of Weber in the State of Utah. These Bylaws are applicable to all Members of the Association and any family members, tenants or invitees of such Members who may own, occupy or use the Development in any manner.

1.04 Definitions. Unless otherwise specified in these Bylaws, the definitions set forth in Article I of that certain Amended and Restated Covenants, Conditions and Restrictions for Eagle Ridge Cluster Subdivision dated August 18, 2020 (the “**Declaration**”) to which these Bylaws are attached as Exhibit “B.” apply to these Bylaws.

1.05 Member Rights/Qualifications. Any rights and qualification of Members, as set forth under the Declaration, are hereby incorporated by reference.

ARTICLE II. MEETINGS OF MEMBERS

2.01 Place of Meetings. All meetings of the Members shall be held at a place designated by the Board, or via means of remote communication or virtual meeting (such as by Zoom Meetings, Google Meet, GoToMeeting, or similar means), or a hybrid of in-person meeting and virtual meeting thereof so long Members and proxyholders not physically present at such meeting can participate in the meeting (including the opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings) and be deemed present and vote at the meeting. When meeting in-person, the meeting place shall be within the Development or as close to it as possible. If no physical meeting place is designated, the meetings shall be held at the principal office of the Association. No physical meeting place of the Members shall, unless unusual conditions exist, be held outside Weber County.

2.02 Annual Meetings. The annual meeting of the Members shall be held at or around 5 P.M. on the second Saturday of August of each calendar year. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the next Saturday that is not a legal holiday.

2.03 Special Meetings. Special meetings of the Members may be called for any lawful purpose by a majority of the Board, the President of the Association, or by a written request signed by Members representing at least twenty percent (20%) of the total voting power of the Association. Special meeting shall be held not less than ten (10) nor more than sixty (60) days after adoption of the resolution or receipt of the request. Only the business stated in the notice of meeting given pursuant to Section 2.04 of these Bylaws shall be transacted at the special meeting.

2.04 Notice of Meetings. The Secretary of the Association shall deliver written notice or email notice of any Members' meeting to each Member of record. Except as otherwise provided in this Section 2.04, the notice shall be given at least ten (10) but not more than sixty (60) days before the meeting, by first class mail, by personal delivery or by email. The notice shall be addressed to each Member at the mailing address or email address appearing on the books of the Association or at the mailing address or email address supplied by the Member in writing for this purpose. If no mailing address or email address has been furnished to the Association, notice shall be deemed to have been given to a Member if the notice is either (A) mailed to the mailing address associated with the Lot or Living Unit as published on the Weber County Tax Assessor's website or (B) posted in a conspicuous place on that Member's Lot or Living Unit.

The notice for any annual Members' meeting shall state the place, date and time of the meeting, as well as all business that will be transacted at such meeting, including any matters the Board intends to present for action or approval by the Members. If Trustees are to be elected at the annual Members' meeting, the notice shall include the names of all those who are nominees.

In the case of a special meeting that has been called by the Board, the notice shall state the purpose or purposes for which the meeting is called.

In the case of a special meeting that has been called by Members pursuant to Section 2.03, the following notice requirements apply: (i) the notice shall state the purpose or purposes for which the meeting is called, and (ii) the notice shall be given by the Secretary within twenty (20) days after the Secretary's receipt of the request for the special meeting. If such twenty (20) day requirement is not timely met by the Secretary, the Members who called the meeting may give the notice, provided the notice is given at least ten (10) but not more than sixty (60) days before the special meeting.

At any special meeting, whether called by the Board or by any Members, the only business that may be transacted, and the only matters that may be presented for action or approval by the Members, are those transactions or matters that were clearly stated in the notice of special meeting.

2.05 Record Date of Membership. The Board shall fix, in advance, a record date or dates for the purpose of determining the Members entitled to notice of and right to vote at any meeting of Members. The record date for notice of a meeting shall not be more than sixty (60) nor less than fifteen (15) days before the date of the meeting. The record date for voting shall not be more than sixty (60) days before the date of the meeting. The Board may also fix, in advance, a record date for the purpose of determining the Members entitled to exercise any rights in connection with any other action. Any such date shall not be more than sixty (60) days prior to the action.

2.06 Quorum.

2.06.1 Annual Meetings. At any annual Members' meeting, in person or by virtual participation of any Members or their appointed proxy who are entitled to vote shall constitute a quorum. The purpose of this de minimis quorum requirement for annual Member meetings is to ensure the Association is able to fulfill its obligation to annually hold a Member meeting as required under the Nonprofit Corporation Act.

2.06.2 Special Meetings. At any special meeting of the Members, a quorum shall be established by the presence either in person or by proxy of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association. At any special meeting, whether called by the Board or by any Members, no business may be transacted, and no matters may be presented for action or approval by the Members, unless a quorum of Members is present.

2.06.3 Member Presence. Once a Member is represented in-person or virtually for any purpose at any annual Members' meeting or special meeting, including for the purpose of determining that a quorum exists, that Member is considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or shall be set for that adjourned meeting, or unless such Member intends to continue participating virtually, but is unable to do so due to a lost connection or failure of the virtual meeting beyond such Member's control.

2.07 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance of its maker's membership, or upon receipt of written notice by the Secretary of the maker's death or judicially declared incapacity. No proxy shall be valid after the expiration of eleven months from its execution unless otherwise provided in the proxy. However, the maximum term of any proxy shall be one (1) year from its date of execution. The maker of the proxy may revoke it by delivering a written revocation to the Association, by executing a subsequent proxy and presenting it to the meeting, or by attending any meeting and voting in person.

A proxy may not be used to vote on any of the following matters unless otherwise clearly stated in the proxy:

- (a) Removing a Trustee without cause, pursuant to Section 3.05(b) of these Bylaws; or
- (b) Filling Trustee vacancies pursuant to Section 3.06 of these Bylaws.

2.08 Action Taken Without a Meeting. Any action that may be taken at a meeting of the Members may be taken without a meeting provided the following requirements are satisfied:

- (a) The Association shall distribute a written ballot regarding the matter to be approved. The ballot shall be delivered in the same manner as provided under Section 2.04 of these Bylaws for the giving of notice of meetings of Members.

(b) The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, provide a reasonable time within which to return the ballot, indicate the number of responses needed to meet the quorum requirement, and state the percentage of approvals necessary to pass the measure submitted.

(c) The proposed action shall be considered approved if:

(1) The number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a special meeting of the Members; and

(2) The number of approvals equals or exceeds the number of votes that would be required for approval at a special meeting of the Members.

(d) No written ballot may be revoked.

ARTICLE III. BOARD OF TRUSTEES

3.01 Number. The affairs of the Association shall be managed and its duties and obligations performed by an elected Board of Trustees, consisting of three (3) persons. Except for those Trustees who are appointed by the Declarant during the Period of Declarant Control, all members of the Board shall be Members of the Association. The Declarant may, at any time, replace the persons who are named as the initial Trustees under the Articles of Incorporation.

3.02 Nomination. After the Period of Declarant Control has expired or been terminated, nominations for election to the Board of Trustees may be made by any of the following:

- (a) A nominating committee appointed by the Board at least sixty (60) days prior to an annual meeting of Members, provided the Board receives the committee's nomination or nominations at least thirty (30) days prior to the annual meeting of Members at which the Trustee is elected;
- (b) A majority vote of the Board no later than thirty (30) days prior to the annual meeting of Members at which the Trustee is elected; or
- (c) Any Member of any other Member thirty (30) days prior to the annual meeting of Members at which the Trustee is elected.

3.03 Election. During the Period of Declarant Control, the Trustees shall be appointed by the Declarant, provided at least one such appointee is a Member of the Association. During the Period of Declarant Control, the Declarant may, at any time, allow the Members to elect one or more members of the Board of Trustees.

At the first annual meeting of the Association following the expiration or termination of the Period of Declarant Control, the Members shall fill, by election, all positions on the Board. Subsequent elections shall also be held at the annual Member meetings. However, if an annual meeting is not held or does not include an election, the election may be held at a special meeting

of Members called for that purpose. Voting for Trustees shall be by secret written ballot. There shall be no cumulative voting. The persons receiving the highest number of votes shall be elected.

3.04 Term. Each Trustee shall hold office until the election of his or her successor or until the Trustee's death, removal, resignation or judicial adjudication of mental incompetence. The term of office for each Trustee may be one (1) or two (2) calendar years, and the expiration of such terms shall, to the extent practical or possible, be offset or staggered such that the normal number of vacancies in any given calendar year will not be a majority of the positions on the Board. The term of office of any Trustee elected or appointed to fill a vacancy created by any event other than the expiration of the predecessor Trustee's term shall be the balance of the unserved term of the predecessor. Any person serving as a Trustee may be reelected and there shall be no limitation on the number of terms a Trustee may serve.

3.05 Removal. Trustees may be removed as follows:

(a) The Board may declare vacant the office of a Trustee on the occurrence of any of the following events:

- (1) The Trustee is declared of unsound mind by a final order of court;
- (2) The Trustee is convicted of a felony; or
- (3) The Trustee has failed to attend three (3) or more consecutive meetings of the Board.

(b) Except for any Trustee who was appointed by the Declarant, any Trustee may be removed prior to the expiration of his or her term, without cause, at any annual or special meeting of the Members. Any removal without cause shall be approved by (i) a majority of the total voting power of the Association. If a Trustee is removed at a meeting, a new Trustee may be elected at the same meeting, provided the nomination procedures set forth under Section 3.02 have been followed.

3.06 Vacancies. Any vacancy on the Board caused by the death, resignation or adjudication of mental incompetence of a Trustee shall be filled by the remaining Trustees. The successor shall serve for the unexpired term of his or her predecessor. The Board shall not fill a vacancy on the Board caused by the removal of a Trustee except with the vote or written assent of a majority of the Members.

3.07 Compensation. A Trustee shall not receive any compensation for any service he or she may render to the Association; provided, however, that a Trustee may be reimbursed for actual out-of-pocket expenses reasonably incurred by the Trustee in the performance of his or her duties.

3.08 Powers and Duties. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of the Declaration, the Articles of Incorporation, these Bylaws, any Rules and Regulations, and any other instruments governing the ownership, management and control of the Development (the "Governing Documents");

(b) Payment of taxes and assessments that are, or could become, a lien on all or a portion of the Common Areas;

(c) Contracting for casualty, liability and other insurance on behalf of the Association;

(d) Contracting for goods and services for the Common Areas, facilities and interests of the Association, subject to the limitations set forth in Section 3.09(a) of these Bylaws;

(e) Delegation of its powers to any committees or officers of the Association expressly authorized by the Governing Documents;

(f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Documents;

(g) Formulation of Rules and Regulations for the use and operation of the Common Areas and any facilities that may be owned or controlled by the Association;

(h) Initiation and execution of disciplinary proceedings against Members for violations of the Governing Documents in accordance with the procedures set forth in the Governing Documents;

(i) Entering any Lot or improvement on a Lot to perform necessary construction, maintenance or emergency repair work for the benefit of the Common Areas or the Members in the aggregate;

(j) Election of officers of the Association; and

(k) Filling of vacancies on the Board of Trustees as set forth in these Bylaws.

3.09 Limitations on Powers. Notwithstanding the provisions of Section 3.08, the Board shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the total voting power of the Association:

(a) Entering into a contract with a third person under which the third person will furnish goods and services for the Association for a term longer than one (1) year, with the following exceptions:

(1) A contract with a public utility if the rates charged are regulated by a public utilities commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate;

(2) Prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short rate cancellation by the insured; and

(3) Lease agreements for furniture, fixtures or equipment of not more than five (5) years duration, provided that the lessor under the agreement is not an entity in which the Declarant has a direct or indirect ownership interest; and

(b) Incurring aggregate expenditures for capital improvements to the Common Areas in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(d) Paying compensation to Trustees or to officers of the Association for services rendered in the conduct of the Association's business; provided, however, that the Board may reimburse a Trustee or officer for expenses reasonably incurred in carrying on the business of the Association; and

(e) Filling a vacancy on the Board of Trustees created by the removal of a Trustee.

ARTICLE IV. MEETINGS OF TRUSTEES

4.01 Regular Meetings. Regular meetings of the Board of Trustees shall be held no less than twice each year, at a time and place within the Development fixed by resolution of the Board. Notice of the time and place of the meeting shall be communicated to the Trustees not less than fourteen (14) days prior to the meeting; provided, however, that notice need not be given to any Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

4.02 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two Trustees other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting must be given to each Trustee not less than three (3) days prior to the date fixed for the meeting; provided, however, that notice need not be given to any Trustee who has signed a waiver of notice or a written consent to holding of the meeting.

4.03 Quorum. A majority of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of the Trustees present shall be the act of the Board.

4.04 Open Meetings. Subject to applicable provisions of the Community Act, regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of the Board.

4.05 Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

4.06 Adjournment. A majority of the Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given, prior to the time of the adjourned meeting, to the Trustees who were not present at the time of the adjournment.

4.07 Action Taken Without a Meeting. Any action to be taken at a meeting of the Trustees or any action that may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Trustees. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE V. OFFICERS

5.01 Enumeration of Officers. The officers of the Association shall be a President, a Secretary and a Treasurer. The Board may appoint additional officers pursuant to Article IX of these Bylaws. Any number of offices may be held by the same person.

5.02 Appointment and Term. The officers of the Association, except those officers appointed in accordance with Article IX of these Bylaws, shall be elected annually by the Board. Any vacancies shall be filled by the Board at any time, not necessarily on an annual basis, that it deems proper. Each officer shall hold his or her office at the pleasure of the Board.

5.03 Resignation and Removal. The Board may remove any officer from office either with or without cause. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect at the: date of receipt of the notice or at any later time specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation by the Board shall not be necessary to make it effective.

5.04 Compensation. An officer shall not receive any compensation for any service he or she may render to the Association; provided, however, that any officer may be reimbursed for actual out-of-pocket expenses reasonable incurred by the officer in the performance of his or her duties.

ARTICLE VI. PRESIDENT

6.01 Election. At the first Board meeting following each annual meeting of the Members, the Board shall elect one Trustee to act as President.

6.02 Duties. The President shall:

- (a) Preside over all meetings of the Members and of the Board;
- (b) Sign as President all deeds, contracts and other written instruments that have been approved by the Board, unless the Board, by duly adopted resolution, authorizes the signature of a lesser officer;
- (c) Call meetings of the Board whenever he or she deems it necessary, in accordance with rules and notice requirements imposed by the Board and the Governing Documents;
- (d) Have, subject to the advice of the Board, general supervision, direction and control of the affairs of the Association; and
- (e) Discharge any other duties required of him or her by the Board.

ARTICLE VII. SECRETARY

7.01 Election. At the first Board meeting following each annual meeting of the Members, the Board shall elect a Secretary.

7.02 Duties. The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members;
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal;
- (c) Serve all required notices of meetings of the Board and the Members;
- (d) Keep current records showing the names and addresses of all Members; and
- (e) Sign as Secretary all deeds, contracts and other written instruments that have been approved by the Board, if the instruments require a second Association signature and the Board has not passed a resolution authorizing another officer to sign in the place and stead of the Secretary.

ARTICLE VIII. TREASURER

8.01 Election. At the first Board meeting following each annual meeting of the Members, the Board shall elect one Trustee to act as Treasurer.

8.02 Duties. The Treasurer shall:

- (a) Receive and deposit all of the funds of the Association in any bank or banks selected by the Board;
- (b) Be responsible for and supervise the maintenance of books and records to account for Association funds and other Association assets;

- (c) Disburse and withdraw Association funds in the manner specified by the Board; and
- (d) Prepare and distribute the financial statements for the Association required by the Declaration.

ARTICLE IX. SUBORDINATE OFFICERS

9.01 Appointment. The Board may appoint, at any time, any subordinate officers that the business of the Association may require.

9.02 Duties. The Board shall prescribe the term of office, authority and duties of subordinate officers. Those duties may include the right to act in the place and stead of any officer other than the President and the Treasurer.

9.03 No Right to Vote. Any subordinate officer that may be appointed by the Board pursuant to this Article IX shall not have any right or authority to vote on any decisions or matters that may be voted upon by the Board.

ARTICLE X. BOOKS AND RECORDS

10.01 Required Books and Records. The Association shall maintain at its principal office:

- (a) Copies of the Governing Documents, as last amended;
- (b) Adequate and correct books and records of account;
- (c) Written minutes of the proceedings of its Members, of its Board, and of committees of its Board; and
- (d) A membership register containing the name, mailing address and email address of each Member.

10.02 Inspection Rights. The above books and records shall be made available for inspection as follows:

(a) Any Member shall have the right to inspect the Governing Documents at the principal office of the Association at any reasonable time during office hours;

(b) Subject to applicable provisions of the Community Act, any Member shall have the right to inspect the books and records described in Section 10.01 (b)-(d) and to copy them at any reasonable time and for a purpose reasonably related to his or her interest as Member. This right is subject to the power of the Board to set reasonable times for inspection, notice requirements, and fees to cover the cost of making copies of the documents requested by a Member; and

(c) Every Trustee shall have the absolute right to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association at any reasonable time. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

ARTICLE XI. NONLIABILITY AND INDEMNIFICATION

11.01 Definition of Agent. For purposes of this Article, "Agent" means any present or former Trustee or officer of the Board, any present or former member of the Architectural Control Committee, or any other agent of the Association.

11.02 Nonliability. Except as provided by law, no right, power or responsibility conferred on the Board or the Architectural Control Committee by the Governing Documents shall be construed as a duty, obligation or disability charged upon any Agent. No Agent shall be liable to any party (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from the Agent's acts or omissions within what the Agent reasonably believed to be the scope of his or her Association duties ("Official Acts"), except to the extent that the injuries or damage result from the Agent's willful or malicious misconduct. No Agent shall be liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from the Agent's Official Acts, except to the extent that the injuries or damage result from the Agent's negligence or willful or malicious misconduct.

11.03 Indemnification. The Association shall pay all expenses actually and reasonably incurred by, and satisfy any judgment or fine levied against any Agent as a result of any action or threatened action against the Agent to impose liability on the Agent for his or her Official Acts, provided that:

(a) The Board determines that the Agent acted in good faith and in a manner the Agent reasonably believed to be in the best interests of the Association;

(b) In the case of a criminal proceeding, the Board determines that the Agent had no reasonable cause to believe his or her conduct was unlawful; and

(c) In the case of an action or threatened action by or in the right of the Association, the Board determines that the Agent acted with the care (including reasonable inquiry) that an ordinarily prudent person in a like position would use under similar circumstances.

11.04 Approval by Board. Any determination of the Board required under this Article must be approved by a majority vote of a quorum consisting of Trustees who are not parties to the action or threatened action-giving rise to the indemnification. If the Board fails or refuses to make any such determination, the determination may be made by the vote or written consent of a majority of a quorum of the Members, provided that the Agent to be indemnified shall not be entitled to vote.

11.05 Payments. Payments made pursuant to this Article shall include amounts paid and expenses incurred in settling the action or threatened action. This Article shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law.

11.06 Insurance. The Association may purchase and maintain insurance in behalf of its Agents to the extent and under the circumstances provided in the Declaration.

ARTICLE XII. AMENDMENTS

12.01 Amendment of Bylaws. Prior to expiration or termination of the Period of Declarant's Control, the Declarant may unilaterally amend these Bylaws. After the Period of Declarant's Control has expired or been terminated, any proposed amendment must be approved by a majority of the Board prior to being presented to the Owners for their approval. After the Period of Declarant's Control has expired, amendments to these Bylaws may be approved by the Association at a duly constituted meeting or meeting by written ballot in lieu of a meeting conducted pursuant to these Bylaws. Approval by at least sixty-seven percent (67%) of the total number of Owners is required for any amendment to be adopted. The approval of sixty-seven percent (67%) of the total Owners shall be required for any amendment or change to the material provisions of the Bylaws pertaining to voting rights.

12.02 Execution and Recording. An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the Recorder's Office.

12.03 Challenge to Validity. No action to challenge the validity of an adopted amendment may be brought more than one (1) calendar year after the amendment is recorded.

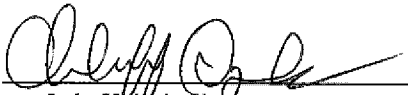
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ARTICLE XIII. TAX-EXEMPT STATUS

13.01 Tax Exempt Status. The Board and Members of the Association shall conduct the business of the Association in such a manner that the Association shall qualify and be considered an organization exempt from federal and state income taxes pursuant to Internal Revenue Code Section 528 and Section 59-14A-25(b) Utah Code Ann., as the same may from time to time be amended.

13.02 Filing. The Board shall file or have filed any annual election for tax-exempt status that is required under federal state law and shall cause the Association to comply with the federal and state statutes, rules and regulations pertaining to those exemptions.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officer on this 19 day of August, 2020.

By: 
Name: Orloff Opheikens
Title: President

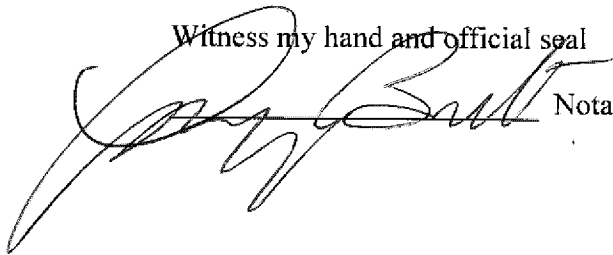
STATE OF UTAH)

: ss)

COUNTY OF WEBER)

On this 19th day of August, in the year 2020, before me Tammy Burnett a notary public, personally appeared Orluff Opheikens, in his capacity as President of Eagle Ridge at Eden Hills Homeowners Association, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

 Notary Public

