

WHEN RECORDED RETURN TO:
SEB Legal
P.O. Box 71565
Salt Lake City, UT 84171

AMENDED AND RESTATED NEIGHBORHOOD DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR PINEAE VILLAGE TOWN HOME HOMEOWNERS ASSOCIATION

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This Amended and Restated Declaration is made on the date executed below by the Board of Directors after being approved by at least 67% of the Total Votes of the Association.

RECITALS

A. Pineae Village Town Homes is a planned unit development located in Centerville, Davis County, Utah, as part of the Pineae Village master planned residential development;

B. Pineae Village Town Homes was created under and governed by the Utah Community Association Act (UTAH CODE §§ 57-8a-101 *et seq.*) as amended from time to time;

C. Pineae Village Town Homes was created and governed by a Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Town Homes recorded as Entry No. 226549, in the Davis County Recorder's Office and as amended from time to time ("Original Declaration");

D. Pineae Village Town Home Homeowners Association, Inc., is incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (UTAH CODE §§ 16-6a-101, *et seq.*) as amended from time to time;

E. Pineae Village Town Homes is subject to a Master Declaration of Covenants, Conditions, and Restrictions of the Pineae Village Master Homeowners Association, Inc., recorded as Entry No. #####, in the Davis County Recorder's Office;

F. This Declaration replaces the Original Declaration and all its amendments in their entirety;

G. This Declaration shall be binding against all Lots and Units within the Project as described in Exhibit "A;"

H. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

I. Under the Original Declaration, declarant rights have expired;

J. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land. These covenants shall apply to the townhouse lots identified on the Map only;

K. Pursuant to the Declaration of Annexation of Additional Building recorded as Entry No. 2667666 in the Davis County Recorder's Office ("Annexation"), all of Units A through F, Building 217, Lot 151-F as depicted on the Pineae Village Plat III ("Building 217") were annexed into the Pineae Village Condominium Homeowners Association ("Condo Association");

L. Despite the Annexation, the Association and the Condo Association have always treated Building 217 and its appurtenant Limited Common Area as being subject to the Association's Declaration;

M. The Agreement and Supplemental Declaration of Town Home Homeowners Association transferring Building 217 from the Condo Association to the Association is executed and recorded against Building 217 concurrently herewith;

N. Under the Original Declaration Article III, Section 16.1, the Board of Directors certifies that 67% of the Total Votes of the Association have approved this Amended and Restated Declaration;

O. Under Article IX of the Bylaws, the Board of Directors certifies that a majority of the members of the Board of Directors have approved the amended and restated Bylaws; NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1 Articles

Articles mean the Articles of Incorporation for Pineae Village Town Home Homeowners Association, Inc., as amended from time to time.

1.2 Association or THHOA

Association means Pineae Village Town Home Homeowners Association, Inc. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. Any actions taken during any period of un-incorporation shall be binding. All Owners are Members of the Association.

1.3 Board

Board means the Board of Directors. The Board governs the Project, business, and affairs of the Association.

1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "B."

1.5 Common Areas

Common Areas mean any open space and any improvements constructed thereon as shown on the Maps that are not included in Master Association Common Areas. The Common Areas may consist of landscaping, irrigation equipment, walkways, private streets, parking areas, and other improvements. The Common Areas include all walkways (except those connecting the Neighborhood Associations), side/privacy fences separating one Unit's Limited Common Area from another Unit's Limited Common Area, and open space. The Association owns all Common Areas.

1.6 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; assessments owed by the Association to the Master Association; expenses agreed upon as common expenses by a majority of a quorum of Owners; expenses authorized by the Governing

Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.7 Community Association Act

Community Association Act shall mean Utah Code §§ 57-8a-1 *et seq.*, as amended or replaced from time to time.

1.8 Declaration

Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

1.9 Director

Director means a member of the Board.

1.10 Eligible Mortgagee

Eligible Mortgagee means a Mortgagee that has made a written request for notice.

1.11 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, rules and regulations, and MHOA Governing Documents.

1.12 Limited Common Area

Limited Common Area means Common Area designated for exclusive use by the Owner of a particular Unit. Limited Common Area may be designated as such on the Map or in this Declaration. Limited Common Areas include private yard areas, any of which are outside the legal boundaries of a Unit, driveways, balconies and railings, patios, and party walls.

1.13 Unit

Unit means 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 Unit concerned which are used in conjunction with such residence as shown on the Town Homes Maps. It also includes all land underlying a Unit, all utility lines, and other installations exclusively serving the Unit whether under or over the Common Areas or not.

A Unit's legal description shall be stated substantially as follows:

All of [Town Home Unit No ____] contained within PINEAE VILLAGE TOWN HOMES, PHASE [], a Utah planned residential development, as the same is identified in the Plat recorded in Davis County, Utah as Entry No. _____ in Book at Page _____ of the official records of the County Recorder of Davis County, Utah (as said Plat may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of PINEAE VILLAGE TOWN HOMES, recorded in Davis County, Utah as Entry No. ____ in Book _ at Page of the official records of the County Recorder of Davis County, Utah (as said Declaration may have heretofore been supplemented), together with a non-exclusive right to use the Pineae Village at Centerville, subject to provisions hereof and the Master Declaration recorded in Davis County, Utah as Entry No. _____ in Book _____ at Pages _____ of the Official Records.

1.14 Maps

Maps means the record of survey maps for the town homes on file with the Davis County

Recorder as Pineae Village Plat II, recorded as Entry No. 2443977; and Pineae Village Plat IV, recorded as Entry No. 2536348. It is intended that Maps, when describing Plat II and Plat IV, will only refer to Units and any Limited or regular Common Areas described herein. Additionally, "Maps" shall include all of Units A through F, Building 217, Lot 151-F as depicted on the Pineae Village Plat III, recorded as Entry No. 2405944 in the Davis County Recorder's Office, and all Limited Common Area appurtenant to those Units.

1.15 Master Declaration

Master Declaration means the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions of the Pineae Village Master Homeowners Association, Inc., recorded as Entry No. ##### in the Davis County Recorder's Office, as amended from time to time.

1.16 MHOA Governing Documents

MHOA Governing Documents means the Master Declaration, MHOA Bylaws, MHOA Articles of Incorporation, the Project Maps, and MHOA rules and regulations. MHOA Governing Documents shall also include any amendment, replacement, supplement, or revision as may be made to the MHOA Governing Documents from time to time.

1.17 Member

Member means an Owner. If an Owner is not a natural person, the Owner may designate an individual in writing to act as its representative. If no representative is designated, then an officer, trustee, director, manager, or member as shown in the entities formative documents shall be its representative.

1.18 Neighborhood Association

Neighborhood Association means one of the three (3) sub-associations located within the Project. The Neighborhood Associations are as follows:

1.18.1 Pineae Village Condominium Homeowners Association, Inc.

1.18.2 Pineae Village Patio Home Homeowners Association, Inc.

1.18.3 Pineae Village Town Home Homeowners Association, Inc.

1.19 Nonprofit Act

Nonprofit Act means Utah Code sections 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.20 Officer

Officer means any officer of the Association as appointed according to Article 4 of the Bylaws.

1.21 Owner

Owner means the owner of the fee in a Unit. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.22 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.23 Project

Project means the town homes neighborhood as depicted on the Maps.

1.24 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a month.

2 SUBMISSION AND EXPANSION

2.1 Submission

The Project is submitted to be bound by the Governing Documents, the MHOA Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. All Owners shall take title subject to the Governing Documents, MHOA Governing Documents Community Association Act, and Nonprofit Act. All Residents and other users of the Project shall be subject to the Governing Documents, MHOA Governing Documents, and Community Association Act.

3 PROPERTY RIGHTS IN UNITS

3.1 Use and Occupancy

Except as otherwise expressly provided in the Governing Documents or MHOA Governing Documents, the Owner of a Unit shall be entitled to the exclusive use and benefit of such Unit. Each Unit shall be bound by, and the Owner shall comply with the Governing Documents and MHOA Governing Documents for the mutual benefit of the Owners.

3.2 Easements Reserved

In addition to the easements shown on the Map or provided for under this Declaration, the Bylaws, or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

3.2.1 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit for the purpose of performing maintenance and determining whether or not the Unit is in compliance with the Governing Documents. Requests for entry shall be made in advance. Entry shall be made at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit. The right of entry granted by this subsection is in addition to the Association's enforcement rights and applies only to Units upon which the Association has maintenance responsibilities as provided for in the Governing Documents.

3.2.2 Easement for Encroachment. If any part of the Common Areas encroaches on a Unit, an easement for the encroachment and for maintenance shall exist. If any part of a Unit encroaches upon the Common Areas or any other Unit, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by good faith mistakes in the repair or reconstruction of the Project.

3.2.3 Easement for Electrical Utility Lines. There is a permanent and nonexclusive easement over and in the attic space of the Units in favor of the Association, the owners of Units in the Project, any utility companies servicing the Project with lines installed in the attic space of the Units, and any applicable governmental entity for the purposes of installation of, access to, maintenance, repair and replacement of the electrical lines, meters, conduit, junction boxes, and other devices used to provide electric utilities. Owners, the Association, utility companies, and applicable governmental entities shall have all rights of reasonable ingress and egress over and across said Units necessary for their use, operation, and maintenance of the utility lines, devices, and easement hereby granted, and all rights and privileges incident thereto.

3.2.4 Utility Easements. The Association or any public utility provider shall have an easement over all Units for the installation, maintenance, and development of utilities and drainage facilities. The easement area of each Unit and all improvements therein shall be maintained continuously by the Owner of the Unit of the Association in accordance with the terms of the Governing Documents, except for those improvements for which a public authority or utility provider is responsible.

3.3 Easements Shown on the Map

Units shall be subject to the easements shown on the Map.

4 PROPERTY AND USE RIGHTS IN COMMON AREA

4.1 Member's Right of Enjoyment

4.1.1 The Project will have Common Areas as designated in this Declaration for the benefit of all Owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit, and enjoyment in and to the Common Areas and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the restrictions herein set forth.

4.1.2 Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to the Unit. The rights described in this Section are appurtenant to and pass with title to the Unit.

4.1.3 No portion of the Common Areas may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

4.2 Delegation of Right of Use

Any member of the Association may delegate its rights to the use and enjoyment of the Common Areas to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

4.3 Compliance with Covenants and Restrictions and Rules and Regulations

Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations, and restrictions applicable to use of the Common Area, as such rules, regulations, and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area. Additionally, each Owner and Resident shall fully and faithfully comply with the MHOA Governing Documents.

5 MAINTENANCE

5.1 Association Responsibility

The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas except as otherwise expressly provided herein. The Association shall also maintain, repair, and replace the exterior finished surfaces of the walls, soffit, fascia, and roofs of the Units.

The Association shall also perform all mowing and trimming of back yard lawns of each townhome. Further, the Association shall maintain, repair and replace back yard sprinkler and irrigation systems. No Owner may modify or replace any such sprinkler system without express consent of the Association. Any damage caused to the lawn by an Owner (including, but not limited to dead spots caused by pets) is the Owner's responsibility. All maintenance, care, and replacement of shrubs, trees any other backyard plantings is the responsibility of the Owner to whom such Limited Common Area is designated. The Association shall have no other responsibilities in regards to any Owner's back yard except for those expressly mentioned herein, and all other responsibilities for back yard areas shall belong to the Owner to whom such back yard is designated.

Moreover, the Association shall be responsible for removal of snow from driveways and sidewalks within the Project, pursuant to the rules set by the Board. This shall include, without limitation, the duty to remove snow from Owners' driveways and sidewalks, even though such may be designated as Limited Common Area. The Association may elect to provide ice melt to Owners, in which case Owners are obligated to use the same to timely remove ice from their driveways and sidewalks.

The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

5.2 Owner Responsibility

Unless otherwise assigned to the Association in 5.1, all maintenance, repair, and replacement of the Units, Limited Common Area within a fenced yard area, and improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in good repair and in accordance with the Governing Documents and MHOA Governing Documents. Maintenance responsibility shall include, by way of illustration only: all interior and structural components; exterior doors, door frames, door casings, door jambs, door hardware, thresholds, and any weatherproofing required for the exterior doors; garage doors, garage door casing and molding, garage door hardware and openers; windows, window frames, window casing, window hardware, any weatherproofing required for the windows; blinds and curtains; driveways, patios, or any other concrete adjoining the Unit; exterior light fixtures, exterior electrical outlets, light bulbs; HVAC installations; plumbing installations; electrical installations; balconies; and any other component of the Limited Common Area or Unit not expressly assumed by the Association.

5.3 Party Walls

Each wall used as the dividing line between Units are a party wall. Nothing in this section shall alter or limit the general rules of law regarding party walls and liability for damage due to

negligence, willful acts, or omissions. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use the party wall in proportion to their use. If a party wall is destroyed or damaged by fire or other casualty, and is not a covered loss under insurance, either Owner may restore the wall and the other Owner shall contribute to the cost of restoration in proportion to the damage sustained by the Owner compared to all damage to the party wall. The right of an Owner to contribution from any other Owner for party wall costs shall be appurtenant to and run with the land and shall pass to an Owner's successor in title.

6 ASSESSMENTS

6.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, supplemental assessments, individual assessments, late penalties, and collection costs (including attorney fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Unit, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney fees, shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Unit to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

6.2 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

6.3 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts, subject to the Owners' rights under the Community Associations Act, to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

6.4 Regular Assessment

The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to all Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

6.5 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the

Common Areas or other items the Association is responsible to maintain. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

6.6 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

6.7 Individual Assessment

Any expenses attributable to less than all the Units may be assessed exclusively against the affected Units. Individual assessments include, without limitation:

6.7.1 Assessments levied against a Unit to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

6.7.2 Fines, late fees, interest, and collection costs (including attorney fees);

6.7.3 A Reinvestment fee due at the time a Unit is transferred or conveyed in an amount to be set by the Board but not to exceed .5% of the purchase price of the Unit;

6.7.4 Services provided to a Unit due to an Owner's failure to maintain their Unit, for emergency repairs, or to protect the health, safety, and welfare of adjoining Units and Common Areas; and

6.7.5 Any charge described as an individual assessment by the Governing Documents.

6.8 Apportionment of Assessments

Regular, special, and supplemental assessments will be apportioned equally among the Units. Individual assessments shall be apportioned exclusively to the Units benefitted or affected.

6.9 Nonpayment of Assessment

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a late fee established by rule.

6.10 Application of Payments

Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

6.11 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

6.12 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

6.13 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney fees) not timely paid shall be a charge and continuing lien upon each Unit against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

6.14 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

6.15 Appointment of Trustee

The Owners hereby convey and warrant pursuant to Utah Code sections 57-1-20 and 57-8a-402 to a member of the Utah State Bar, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of the Declaration.

6.16 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Unit. The sale of a Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay six months of assessments, late fees, and penalties.

7 RESTRICTIONS ON USE

7.1 Use of Units - Residential Use - Density

Each of the Units in the Project is limited to single-family, residential use only. The use is further defined by Centerville City zoning code and the MHOA Governing Documents. Each Unit and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

7.2 No Obstruction of Common Areas

There shall be no obstructions of the Common Areas by the Owners and Residents, or their tenants, guests, or invitees without the prior written consent of the Board. The Board may by rules or regulation prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas.

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

7.3 Cancellation of Insurance, Illegal Activity

Nothing shall be done or kept in any Unit or in the Limited or general Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of

the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board.

Nothing shall be done or kept in any Unit or in the Limited or general Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

7.4 Nuisances

No Resident shall create, maintain, or permit a nuisance in, on, or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs, or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

7.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in, or about a Unit, Limited Common Area, or the Common Areas;

7.4.2 The storage of any item, property, or thing that will cause any Unit, Limited Common Area, or the Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses.

7.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

7.4.4 The storage of any substance, thing, or material upon any Unit, Limited Common Area, or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

7.4.5 The creation or maintenance of any noxious or offensive condition or activity in or about any Unit, Limited Common Area, or the Common Areas;

7.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

7.4.7 Flying of drones or unmanned aircraft by Residents in or above any Unit, Limited Common Area, or Common Area;

7.4.8 Maintaining any plants, animals, devices, items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Community by other residents, their guests, or invitees;

7.4.9 Excessive noise in, on, or about any Unit, Limited Common Area, or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;

7.4.10 Excessive traffic in, on, or about any Unit, Limited Common Area, or the Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;

7.4.11 Allowing a pet to be unleashed while outside of the Unit;

7.4.12 Continuous barking, meowing, or other animal noises;

7.4.13 Allowing a pet to urinate or defecate in the Limited Common Area, Common Areas, or failing to clean up immediately any feces deposited by a pet in a Limited Common Area or Common Area.

7.5 Rules and Regulations

No Owner or Resident shall violate the rules and regulations for the use of the Units, Limited Common Area, and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their guests and invitees about the rules and regulations and shall be responsible for their guests' and invitees' compliance with the rules and regulations.

7.6 Structural/Exterior Alterations

No improvements, alterations, repairs, maintenance, excavation, or other work which in any way alters the exterior appearance of a Unit or the improvements located thereon shall be made without the prior approval of the Board. No exterior alterations to a Unit may be performed without the prior approval of the Board and the appropriate governmental entity. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made, or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board.

7.7 Window Coverings

The Board, by rule, may require that certain colors and types of window covering be used.

Under no circumstances shall any cardboard or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

7.8 Signs

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board. One "For Sale" sign, "For Rent" sign, and the like may be displayed in a Unit's window or yard. Holiday, religious, and political signs, symbols, and decorations may only be displayed in a Unit's window and are subject to reasonable time, place, and manner rules created by the Association. All signs on any Unit must be in good taste, and shall only be erected for a reasonable time. The Board may determine, in its sole discretion, what constitutes good taste and a reasonable time for the display of a sign.

7.9 Animals

No animals, livestock, or poultry of any kind shall be raised, bred or kept in any lot or Unit, except that dogs, cats, birds or other household pets, two or less in total number, may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Project which result in an annoyance or are obnoxious, by noise, smell, or otherwise, to Owners. All pets must be kept within the boundary of the lot or Unit or on a leash attended to by a person when in the Common Area or Limited Common Area. Such pets may not be kept in the Limited Common Area unless attended to at all times by a person. All pet waste must be immediately cleaned-up.

The following are not considered household pets: reptiles, rodents, swine, and insects. This Section may be made more restrictive by Rule of the MHOA. A dog which repeatedly barks, or a cat that howls, whether or not within the Owner's yard, will be considered a nuisance. No outside dog houses or dog runs are allowed without the prior written consent of the Board of Directors.

If a pet owner violates any of the pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien, or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the premises.

7.10 Storage and Parking of Vehicles

The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

7.10.1 The parking rules and regulations adopted by the Board from time to time. The Board may create a map showing the approved and/or restricted parking areas.

7.10.2 No vehicles of any kind shall be permitted to be parked in violation of the parking map published by the Association.

7.10.3 No recreational, commercial or oversized vehicles shall be allowed within the Project unless said vehicle or trailer is kept at all times within the garage and the garage door is closed, or for purposes of loading or unloading passengers or supplies (for a period of time up to 24 hours).

7.10.4 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Unit or parking space or to create an obstacle.

7.10.5 No resident shall repair or restore any vehicle of any kind in or on a Unit (outside the garage), Limited Common Areas, or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

7.10.6 No garage may be altered in such a manner that the number of motor vehicles, which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

7.11 Aerials, Antennas, and Satellite Dishes

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Unit. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project. The hierarchy of preferred installation locations may not interfere with reception.

7.12 Timeshares

Timeshares and time-sharing of Units within the Project is prohibited, and under no

circumstances shall any town home be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code section 57-19-2(27), as amended.

7.13 Leases

The leasing of Units shall comply with this Section. "Leasing" means granting the right to use or occupy a Unit to a non-owner while no Owner occupies the Unit as their primary residence. Units owned by business entities shall be considered leased regardless of who occupies the Unit. No Unit may be rented or leased if the rental or lease results in more than 23 of the Units within the Project being rented or leased, except as provided in this Section (the "Rental-Lease Limit"). In addition, all lease terms shall be for a minimum term of twelve (12) months, except as otherwise provided in this Article (the "Rental-Lease Term"). The rental and leasing of Units shall be restricted as follows:

7.13.1 Prior to renting or leasing any Unit, an Owner shall apply to the Board. The Board shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit and/or the Rental-Lease Term. The Board shall:

7.13.1.1 approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit and complies with the Rental-Lease Term; or

7.13.1.2 deny the application if it determines that the rental or lease will exceed the Rental-Lease Limit or violates the Rental-Lease Term.

7.13.1.3 If any Owner rents or leases their Unit without having received approval from the Board or after having their application denied by the Board, such Owner will be subject to fines and an immediate lien filed against their Unit. Additionally, if any Owner's decision to rent or lease their Unit results in more than 23 of the Units within the Project being rented or leased, that same Owner will be subject to fines and immediate lien filed against their Unit. The Board may set a fine schedule by rule.

7.13.2 Any Owner who owns an existing approved rental ~~has a rental~~ in the Property prior to this Amendment being recorded with the Davis County Recorder may rent said ~~their~~ Unit without being subject to the Rental-Lease Limit until such time as Owner:

7.13.2.1 occupies the Unit, or

7.13.2.2 conveys, sells, or otherwise transfers the Unit by deed; or

7.13.2.3 grants a life estate in the Unit, or

7.13.2.4 if the Owner is a business entity or partnership, the sale or transfer of more than 75% of the business entity's share, stock, membership interest, or partnership interests in a 12-month period if the Unit is owned by a limited liability company, corporation, partnership, or other business entity.

7.13.3 Owners demonstrating the following situations to the Board shall be exempt from the Rental-Lease Limit and Rental-Lease Term:

7.13.3.1 an Owner is in the military for the period of Owner's deployment;

7.13.3.2 a Unit is occupied by an Owner's parent, child or sibling;

7.13.3.3 an Owner whose employer has relocated the Owner for two (2) years or less;

7.13.3.4 an Owner who serves in a religious order or other temporary volunteer assignment outside of Davis, Weber, Salt Lake, and Utah Counties, State of Utah, for no more than three consecutive years;

7.13.3.5 a Unit is owned by an entity that is occupied by an individual who has voting rights under the entity's organizing documents and has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or

7.13.3.6 a Unit is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:

7.13.3.6.1 a current resident of the Unit; or

7.13.3.6.2 the parent, child, or sibling of the current resident of the

Unit.

7.13.4 Notwithstanding the exemptions listed above, it is the intent and desire of the Association to consist solely of owner-occupied Units with a maximum of 23 of the Units being rented. Consequently, all decisions of the Board with respect to the implementation of this Section shall be made, to the extent reasonable, to fulfill this intent and desire.

7.13.5 In the event that a rental is permitted, the Owner of the Unit is responsible for the full cost of any damages to the property maintained by the Association that was caused by the tenant/lessee.

7.13.6 All lease agreements shall be in writing and shall provide the Board with a copy of the written lease agreement. All lease agreements shall contain terms subjecting the occupant to the terms, conditions, and restrictions of the Governing Documents, as amended from time to time. The Owner shall provide the tenant with a copy of the Governing Documents. In the event the Governing Documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant with a copy of the amendments, revisions, changes, or supplements within 10 calendar days of adoption by the Association, its Board, or its membership.

7.13.7 The Association shall create procedures by rule to determine and track the number of rentals and Units in the Association subject to the provisions described in in this Article and to ensure the consistent administration and enforcement of these rental restrictions.

7.13.8 In the event that a Unit is leased, and the absentee Owner fails to pay their assessments, the Board may demand that the tenant pay his or her rental payment to the Association until such time as the delinquent assessments are cured.

7.13.9 Units may be rented only to a single Family. Dormitory, hostel, hotel, or nightly rentals are strictly prohibited.

7.13.10 Failure to Take Legal Action. Failure by an Owner to take legal action against their occupant who is in violation of the Governing Documents within 10 days after delivery of written demand to so do from the Board shall entitle the Association to take any and all action for and in behalf of said Owner, including the institution of legal proceedings on behalf of such Owner against his or her occupant for eviction, injunctive relief, or damages. Neither the Association nor its agents shall be liable to the Owner or occupant for any legal action commenced under this paragraph that is made in good faith. The Owner hereby appoints the Board as his or her attorney in fact to take any action authorized by this provision as if the Owner was performing it.

7.13.11 Recovery of Costs and Attorney Fees; Owner Liable. The Association shall be entitled to recover from the offending Owner its costs and attorney fees incurred for enforcement of this Section, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney fees against the Owner and the Unit as an assessment pursuant to the Governing Documents. Additionally, the Owner shall be liable for all fines, assessments, or other penalties levied due to violation(s) of their tenant. The Owner shall be personally liable for any violations caused by their tenant(s). Any assessments, fines, or penalties levied under this Section shall be collectible as an assessment.

7.14 Sex Offenders

No person required to register as a sex or kidnap offender for life pursuant to Utah Code § 77-41-105(3)(c)(i) ("Lifetime Offender"), may permanently or temporarily reside in a Unit. This section will not apply to Lifetime Offenders who reside in the Association prior to the date this amendment is recorded. If a Lifetime Offender occupies a Unit or an Owner becomes a Lifetime Offender after this amendment is recorded, they shall be subject to the provisions of this Section.

7.14.1 Owners. Any Owner in violation of this section must vacate the Unit within 180 days of receipt of notice from the Association. If the Owner fails to vacate within 180 days, the Association shall be entitled to a mandatory injunction requiring the Lifetime Offender to immediately vacate.

7.14.2 Tenants/Guests/Family Members. If, subsequent to the effective date of this amendment, a Lifetime Offender occupies a Unit as a tenant, guest, resident, or family member, the Owner who owns the Unit must immediately cause the person to vacate the Unit and, if the person does not vacate within 30 days of the date the Owner was notified by the Association of the presence of a Lifetime Offender, then the Owner will immediately commence eviction proceedings. If the Owner fails to commence eviction proceedings within 30 days following the date the Owner is required to do so, and/or if the Owner fails to diligently prosecute the eviction to its conclusion, then the Association may act as attorney-in-fact for the Owner and pursue the eviction action. The Owner shall reimburse the Association for any costs and attorney's fees incurred. Cost and attorney's fees shall be collectable as an assessment.

Each Owner, upon adoption of this amendment to the Declaration, hereby appoints the Association as the Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings, or performing any or all responsibilities as may be required or necessary to be performed pursuant to this section. This power of attorney is expressly declared and acknowledged to run with the title of any and all Units

and will be binding upon the heirs, personal representatives, successors, and assigns of the Owner.

7.14.3 Association not Liable. The Association will not be liable to any Owner or anyone occupying a Unit or visiting the Association as a result of the Association's failure to dispossess a Lifetime Offender.

Board Membership. From the effective date of this amendment forward, any person who has to register as a sex or kidnap offender under Utah Code § 77-41-105, whether or not for life, may not serve on the Board.

7.15 Temporary Structures, etc.

No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently, unless first approved in writing by the Board.

7.16 Repair of Buildings

No improvement upon any Unit shall be permitted to fall into disrepair, and each such improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

7.17 Subdivision of Units

No Unit shall be further subdivided or separated into smaller Units or parcels by any Owner, and no portion less than all of any such Unit, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Unit may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Unit without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for rezoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration.

7.18 Unit Fronts

Unit fronts, including porches and balconies, are required to be maintained in a clean and tidy fashion. Any outdoor furniture kept in front of the Unit shall be well maintained and in good condition. The Association may require worn furniture or furniture that detracts from the aesthetic of the Project to be removed.

Unit fronts shall not be used for storage. Examples of items prohibited from being kept in the front of a Unit include, without limitation, bicycles, toys, barbecues, trash receptacles, ash trays, and anything else which appears unkempt, dirty, or detracts from the appearance of the Project.

7.19 Alternative Energy Solutions

The Association allows Owners to explore and employ the use of alternative energy solutions (e.g., solar panels) for their Unit. After receiving approval from the Association as to the type, appearance, and location, Owners may install alternative energy solutions on their Unit. Any solar panels or alternate energy solutions installed pursuant to this Section shall be maintained, repaired, and replaced at the sole expense of the Owner and of the Owner's successor's in interest. This obligation shall run with the ownership of the Unit. Any damage to the Unit, Limited Common Area, Common Area, or any other portion of the Project that is caused by the

installation, maintenance, repair, or replacement of an alternate energy solution shall be repaired at the cost of the Owner.

7.20 Off Road Vehicles

No off road motor vehicles, including but not limited snow mobiles, three wheelers, or four wheelers may be driven on the roads, streets, footpaths, walkways, Limited Common Areas or Common Areas within the Project.

7.21 Firearms and Projectile Weapons

The Board shall have the authority to promulgate rules regarding the use of firearms and other projectiles such as BB guns, pellet guns, and archery equipment. Nothing in this Section shall be interpreted to limit the Board's authority to promulgate rules.

7.22 Window Air Conditioning Units

No air conditioning units may be installed or used in the window, door, or any other opening of any Unit without the prior written approval of the Board. Owners shall submit a written request to the Board detailing the type of unit to be installed or used, the location the air conditioning unit will be installed or used, and any other information necessary for the Board to make an informed decision. The Board shall have absolute discretion in determining whether to grant or deny such a request.

8 MEMBERSHIP AND ASSOCIATION

8.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Unit, and shall not be separated from the Unit.

8.2 Voting Rights

Voting is governed by the Bylaws.

8.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

8.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

8.5 Adoption of Bylaws

The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

9 COMPLIANCE AND ENFORCEMENT

9.1 Compliance

Each Owner or Resident of a Unit shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to

comply will be grounds for the remedies provided in this Declaration.

9.2 Remedies

Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

9.2.1 To enter the Unit which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

9.2.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

9.2.3 To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board. In the absence of a resolution to the contrary, fines shall be \$100.00 for non-continuing violations and \$100.00 per day up to \$500.00 per month for continuing violations. Unless otherwise defined in a resolution, a continuing violation is one that is not cured 48 hours after the Association gives Owner notice of the violation. All other violations shall be non-continuing;

9.2.4 To terminate the right to receive utility services paid for out of assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

9.2.5 The right of the Association to suspend the voting rights and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Governing Documents; or

9.2.6 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.

9.3 Action by Owners

Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

9.4 Injunctive Relief

Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

9.5 Hearing

The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

9.6 Costs and Attorney Fees

Costs and attorney fees incurred by the Association in taking any action under this Article to enforce the Governing Documents, or any decision of the Association made pursuant thereto, shall be charged to the Owner as an Individual Assessment.

10 INSURANCE

10.1 Types of Insurance Maintained by the Association

10.1.1 Property and liability insurance for the town homes and Common Areas as required by the Community Association Act (UTAH CODE §§ 57-8a-401 through -407), as amended or replaced from time to time;

10.1.2 Directors and officers for at least \$1,000,000.00; and

10.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

10.2 Insurance Company

The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

10.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

10.4 Insurance by Owner

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's deductible.

10.5 Payment of Deductible

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in the Community Association Act (UTAH CODE § 57-8a-405(7)-(8)), as amended or replaced from time to time.

10.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

10.7 Damage to the Project/Insurance Proceeds

If the Project is damaged or destroyed, the Association shall follow the Community Association Act (UTAH CODE § 57-8a-407), as amended or replaced from time to time, to determine whether to rebuild and how to use insurance proceeds.

11 AMENDMENT AND DURATION

11.1 Amendments

11.1.1 **Approval Required.** Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association.

11.1.2 **Execution and Recordation.** An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration and is recorded in the Davis County Recorder's Office, Utah.

11.1.3 **Termination of Declaration.** This Declaration may be terminated by approval of Owners holding seventy-five percent (75%) of the voting rights of the Association. If terminating for any reason other than destruction or condemnation, 75% or more of Eligible Mortgagees must approve termination of the Declaration.

12 MISCELLANEOUS PROVISIONS

12.1 Professional Management

The Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

12.2 Invalidity; Number; Captions

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

12.3 Joint Owners

In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

12.4 Lessees and Other Invitees

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Unit and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.5 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes.

The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Units shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Unit, each Owner or Resident agrees to be bound by the Governing Documents.

12.6 Waiver, Precedent and Estoppel

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

12.7 Notice of Sale, Mortgage, Rental, or Lease

Immediately upon the sale, mortgage, rental, or lease of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

12.8 Taxes on Units

Each Owner will pay all taxes which may be assessed against him or his Unit.

12.9 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce. If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

12.10 Liberal Construction

The Governing Documents shall be liberally construed to effect all of their intended purposes.

12.11 Conflicts

If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Maps, the Declaration shall control. If the Declaration conflicts with the MHOA Governing Documents, the MHOA Governing Documents shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized agent.

DATED: 10-31-19

Pineae Village Town Home Homeowners Association, Inc.


By: PARKER HATTABAUGH
Its: PRESIDENT

STATE OF UTAH)
 :SS.
County of DAVIS)

On this 31 day of Oct, 2019, personally appeared before me Parker Hattabaugh who being by me duly sworn, did say that they are the authorized agent of the Association authorized to execute this Declaration and did certify that this Declaration was approved by Association's members.


NOTARY PUBLIC

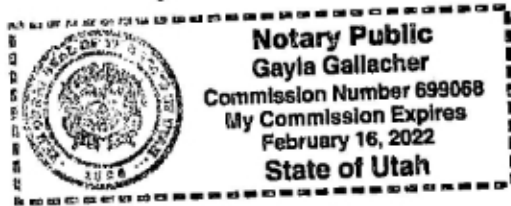


Exhibit A

Legal Description

Parcel Numbers 02-229-0001 through 02-229-0052

All of Units A through F and their appurtenant Limited Common Area in Buildings 204, 205, 206, 209, 214, 215, and 216 according to the official plat thereof as recorded in the office of the Davis County Recorder, Utah;

All of Units A through D and their appurtenant Limited Common Area in Buildings 207 and 208 according to the official plat thereof as recorded in the office of the Davis County Recorder, Utah;

All Common Area of Pineae Village Plat II PUD. Cont. 0.73000 acres; and

All Common Area of Pineae Village Plat II PUD. Cont. 1.47000 acres.

Parcel Numbers 02-233-0001 through 02-233-0040

All of Units A through F and their appurtenant Limited Common Area in Buildings 202, 210, 211, 212, and 213 according to the official plat thereof as recorded in the office of the Davis County Recorder, Utah;

All of Units A through D and their appurtenant Limited Common Area in Buildings 201 and 203 according to the official plat thereof as recorded in the office of the Davis County Recorder, Utah;

All Common Area of Pineae Village Plat IV PUD. Cont. 0.97000 Acres

All Common Area of Pineae Village Plat IV PUD. Cont. 0.55000 Acres

Parcel Numbers 02-226-0001 through 02-226-0006

All of Units A through F and their appurtenant Limited Common Area, Building 217, Lot 151-F, according to the official plat thereof as recorded in the office of the Davis County Recorder, Utah.

Exhibit B

Bylaws of Pineae Village Town Home Homeowners Association, Inc.

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Unit constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the Board, on behalf of the Owners, shall administer the Association's affairs.

2.2 Annual Meeting

Annual meetings shall be held once a year. The Board shall determine the date, time, and place of the annual meeting. The Association shall send notice of annual meetings at least 10 days but not more than 60 days in advance of the meeting. At the annual meeting the Association shall conduct the following business in any order the Board sees fit:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of Directors;
- 2.2.6 Unfinished business from preceding annual meeting; and
- 2.2.7 New business.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Davis County.

2.5 Conduct of Meeting

The president shall preside over all meeting of the Association. The secretary shall keep the

minutes of the meeting and take record of all resolutions adopted at the meeting.

2.6 Quorum

A quorum shall be met if 20% of the Owners entitled to vote are present at a meeting. If a quorum is not acquired at a meeting, then the Association may adjourn the meeting and hold another meeting no earlier than twenty-four hours after the original meeting and no later than thirty days after the original meeting. A quorum at the subsequent meeting shall be the Owners present in person or by proxy at a meeting. No additional notice of the subsequent meeting need be given so long as the date, time, and place are announced at the original meeting.

2.7 Voting

The Association shall have one class of votes. All Owners shall be entitled to one vote for each Unit in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any Unit.

If a Unit is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners. If a Unit is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present. The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if he has paid assessments levied against his Unit, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act, Utah Code section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act, Utah Code section 16-6a-707, as amended from time to time. Written consents may be

collected electronically.

2.12 Record Date

The record date for determining which people are entitled to vote shall be the date notice of the meeting or action is sent. The Board may change the record date prior to sending notice of the action. The Owners shown on the records of the Association on the record date shall be the people entitled to vote on an action.

3 BOARD OF DIRECTORS

3.1 Number and Qualification of Directors

There shall be three Directors. Directors must be Members in good standing.

3.2 Selection and Term of Directors

Directors shall serve for a term of two years and shall serve until their successors have been elected. There is no limit on the number of terms an Owner may serve as a Director. Directors terms shall be staggered as follows: (i) two Directors shall be elected in years ending with an odd number; and (ii) one Director shall be elected in years ending with an even number. At the initial election of the Directors, the newly elected Directors shall determine their terms.

3.3 Vacancies

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

A Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

A Director may be removed with or without cause by vote of a majority of the other Directors. If the Directors propose to remove a Director, the Directors shall give the Director at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Directors, the Directors must vote to replace the Director. The replacement will serve the remaining term of the removed Director. The replacement Director may only be removed without cause by the Owners as provided for above.

3.5 Organization Meeting

The Directors shall hold a meeting following the annual Owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted at the next regular meeting of the Board or may be conducted at a special meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least three days prior to the meeting.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically.

3.10 Notice and Waiver of Meeting Notice

Notice to Directors may be personally delivered, mailed, or delivered by any available electronic mean, including, without limitation: text, email, fax, or posting on the website. Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors submit a written vote either for, against, or abstaining from the action. Written votes may be given in person, by mail, or electronically. The Association shall file the written votes with its record of minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Community Association Act, the Nonprofit Act, or any other rule of law. Unless specifically reserved for a vote of the Members, all acts taken by the Association shall be taken through its Board of Directors.

Subject to the limitations contained in the Declaration, Bylaws, or Community Association Act, the Board shall have the following authority:

3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;

3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;

- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas and exterior of Units;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas, exterior of Units, and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association;
- 3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.7 File lawsuits or initiate other legal proceedings on behalf of the Association;
- 3.12.8 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.9 Pay costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.10 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Community Association Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.11 Grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.13 Create committees;
- 3.12.14 Take any actions and execute any documents necessary to add Units A through F and their appurtenant Limited Common Area, Building 217, Lot 151-F, Pineae Village Plat III A-F into the Association and subject said property to the Governing Documents;
- 3.12.15 Any other act allowed or required by the Governing Documents, the Community Association Act, or the Nonprofit Act;
- 3.12.16 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board shall employ the manager selected by the Master Association. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work. However, Directors may seek

reimbursement for actual costs and mileage incurred during their service.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The Board shall elect the officers of the Association. Officers shall be elected from the Directors. Officers shall serve one-year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers, who need not be Directors, as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, officers may seek reimbursement for actual costs and mileage incurred during their service.

5 NOTICE

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners may be delivered using the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Unit or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Unit or to any other address designated by the Owner in writing to the Association;

5.1.1.3 By posting on the Association website; or

5.1.1.4 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Community Association Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts, deeds, leases, and other instruments used for expenditures or obligations over \$2,000.00 shall be executed by two officers, or by one officer and the manager. All instruments for expenditures of obligations less than \$2,000.00 may be executed by one officer and any other person authorized by the Board.

The execution of checks, contracts, deeds, leases, and other instruments used for expenditures or obligations shall only be done subject to majority approval by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Community Association Act and Nonprofit Act.

7 AMENDMENT TO BYLAWS

7.1 Amendments

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Davis County Recorder's Office.

8 MISCELLANEOUS

8.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Community Association Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc.

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers.

Pineae Village Town Home Homeowners Association, Inc.

Parker Hattabaugh
By: PARKER HATTABAUGH
Its: PRESIDENT

STATE OF UTAH)
County of DAVIS) :ss.

On this 31 day of Oct, 2019, personally appeared before me Parker Hattabaugh who being by me duly sworn, did say that they are the authorized agent of the Association authorized to execute these Bylaws and did certify that these Bylaws were approved by Association's members.

Gayla Gallacher
NOTARY PUBLIC

