

WHEN RECORDED RETURN TO:

CW Land Co., LLC
610 N. 800 W.
Centerville, UT 84014



W3322471

File No: 171355-CAF
Tax ID: 21-172-0003 / NP
21-172-0002
21-172-0001

E# 3322471 PG 1 OF 35
Leann H. Kilts, WEBER COUNTY RECORDER
19-Apr-24 0442 PM FEE \$40.00 DEP SD
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
ELECTRONICALLY RECORDED

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SKY RANCH**

**A Private Ranch Community
in
Weber County**

PCV



TABLE OF CONTENTS

ARTICLE I. DEFINITIONS	1
ARTICLE II. PROJECT DESCRIPTION	3
ARTICLE III. MEMBERSHIP AND VOTING RIGHTS.....	3
ARTICLE IV. EASEMENTS AND RIGHTS IN COMMON AREAS	3
ARTICLE V. BUDGET AND ASSESSMENTS	4
ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION	6
ARTICLE VII. MAINTENANCE	8
ARTICLE VIII. USE RESTRICTIONS	9
ARTICLE IX. Design guidelines.....	12
ARTICLE X. ENFORCEMENT.....	14
ARTICLE XI. AMENDMENTS.....	14
ARTICLE XII. DISPUTE RESOLUTION	15
ARTICLE XIII. MISCELLANEOUS	16
EXHIBIT A	20
EXHIBIT B	1

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SKY RANCH ("Declaration") is effective when recorded with the Weber County Recorder's Office by CW Land Co LLC ("Declarant") and the undersigned Owners. These covenants, conditions, and restrictions are established to preserve the ranch character, aesthetic appeal, and natural surroundings of Sky Ranch while ensuring the well-being and safety of its residents.

ARTICLE I. DEFINITIONS

The capitalized terms used in this Declaration shall have the meanings set forth in this Article. Unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

1.1. **Act** shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Additional Land** shall mean the parcels known to the Weber County recorder as of the date of this Declaration as Parcel Nos. 210090022 and 210090023.

1.3. **Association** shall mean and refer to the Sky Ranch Property Association, a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association.

1.4. **Board or Board of Directors** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws. The Board is the governing body of the Association.

1.5. **Common Area** shall mean and refer to the landscaped and gated entry to the Subdivision, Sky Ranch Road and adjacent landscaped areas, any storm drainage system and private utility lines owned or controlled by the Association that serve more than one Lot, and any other area described as Common Area on the Plat, and all rights included in the Easement and Governance Agreement recorded as entry # 3172601 and recorded with the Weber County Recorder on August 2, 2021.

1.6. **Declarant** shall mean and refer to CW Land Co. LLC, .

1.7. **Declaration** shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Sky Ranch, as may be amended from time to time.

1.8. **Design Guidelines** shall mean and refer to those requirements governing the location, color, materials, and architectural design of dwellings, structures, and improvements within the Project as adopted by Declarant or the Board as provided herein.

1.9. **Family** shall mean (a) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption; or (b) a group of not more than three (3) persons not all so related, inclusive of their domestic servant(s), who maintain a common household in a residence on a Lot or combined lot.

1.10. **Improvements** shall mean and refer to every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, feed storage units, barns, patios, garages, aerials, a single external accessory dwelling unit ("ADU") per lot (no more than 2500 square feet), antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air condition, water softener fixtures or equipment, pumps,

wells, tanks, pipes, lines, meters, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.11. **Lot** shall mean and refer to each of the individual lots within the Project, as shown on the Plat, except for the Common Areas. A Lot shall include any Residence or other improvement constructed thereon.

1.12. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.13. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.14. **Owner** shall mean the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.15. **Period of Declarant Control** shall mean the period of time during which the Declarant may act as the Board of Directors, or appoint Board Members. Such period of time shall commence on the date this Declaration is recorded and terminate on the occurrence of the earliest of the following events: (i) twelve (12) months after the date on which Lots 3 (or both Lots 3 and 4 if sold as two separate parcels) has/have been conveyed to Persons other than Declarant or its successors, assigns, and affiliates; or (ii) the Declarant executes and records a written waiver of its right to control the Association. The Special Declarant Rights contained within this Declaration may last beyond the Period of Declarant Control for the maximum length permitted by law. If the Declarant elects to waive one or more, but not all, of its Special Declarant Rights, then all Special Declarant Rights not waived shall remain in full force and effect.

1.16. **Person** shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.17. **Plat** shall mean and refer to the official subdivision plat(s) of Sky Ranch, filed and recorded in the official records of the Weber County Recorder's Office, as amended from time to time and any Additional Land annexed into the Project.

1.18. **Project** shall include the real property described in Exhibit A, together with the buildings, Improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to the entirety of Sky Ranch. The Project shall also include any Additional Land annexed into the Association and made subject to this Declaration.

1.19. **Residence** shall mean any structure intended for use and occupancy as a single-family residence, together with all Improvements located on or with respect to the Lot concerned which are used in connection with such Residence.

1.20. **Special Declarant Rights** shall mean any right of the Declarant referred to herein beyond those rights associated with the Period of Declarant Control, which special rights are permitted to be exercised by Declarant even after the Period of Declarant Control. Special Declarant Rights, include without limitation, the right to subdivide lot 3 without the approval of any other Owner; the Right to market and sell lots, including all necessary signage and facilities related to marketing and showing such lots; the right to enforce the Declaration; the right to assign any Declarant right to others. Upon the assignment of any Declarant right, if any,

Declarant or its assignee shall be authorized, but is not obligated, to record evidence of the same against all Lots within the Project.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission.** The Declarant hereby confirms that the real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Declarant hereby declares that the Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the restrictions contained herein, which restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name.** The Project, as submitted to the provisions of this Declaration, shall be known as Sky Ranch. The Project is not a cooperative.

2.3. **Description of Improvements.** The major improvements contained in the Project will initially include three (3) ranch-style Lots, the private roadway and adjacent landscaping along the roadway, Sky Ranch Road, with accompanying landscape, and an electronic gated entrance, as shown on the Plat. Lot 3 may be subdivided into two Lots for further development.

2.4. **Expansion of Project.** The Project may be expanded by the recording of a Supplemental Declaration. The two parcels at the entrance of Sky Ranch (Parcel Nos. 210090022 and 210090023) may be added to the Project at any time, including after the expiration of the Period of Declarant Control with approval of the owners of the Additional Land.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner.

3.2. **Voting Rights.** Except as otherwise disallowed in this Declaration or the Bylaws, Owners shall be entitled to one (1) vote per Lot owned.

3.3. **Multiple Ownership Interests.** If there is more than one Owner of a Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose, except towards establishing a quorum.

ARTICLE IV. EASEMENTS AND RIGHTS IN COMMON AREAS

4.1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to

and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, invitee, or contract purchaser who resides on such Member's Lot.

4.2. **Title to Common Areas.** The respective Owner of any Common Area may convey title to the Association for various Common Areas; however, neither this conveyance nor any other provision of the Declaration shall be construed to create a contractual relationship between the Association and Declarant. Each portion of Sky Ranch Road will remain privately owned by the Owner of each Lot upon which such portion of Sky Ranch Road is situated as depicted on the Plat, subject to the easements and maintenance obligations in Article VII herein.

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

1) The right of Weber County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across Sky Ranch Road, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service, including without limitation deliveries and trash collection.

2) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to 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 assented to by the Owner of any Lot upon which such dedication occurs and by two-thirds (2/3) of the Owners during the Period of Declarant Control or by three-fourths (3/4) of the Owners after the Period of Declarant Control if and when Lot 3 has been subdivided into two Lots.

4.4. **Association Easement.** The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas to perform their duties as assigned by the Governing Documents, as such term is defined by Utah Code Ann. §57-8a-102(11).

4.5. **Easement for Utility Services.** Sky Ranch Road and any Common Areas of the Project are subject to an easement in favor of public utility providers over, across, above, and under them for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

ARTICLE V. BUDGET AND ASSESSMENTS

5.1. **Annual Budget.** The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted.

5.2. **Covenant to Pay Assessments.** Each Owner of a Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including

without limitation, all Annual, Special, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

5.3. **Annual Assessments**. Annual Assessments shall be made on a calendar year basis and each Lot Owner shall pay an equal portion of the annual budget regardless of the size of each Owner's Lot, and regardless of any prior agreement as established in the recorded Easement and Governance Agreement pertaining to Sky Ranch Road. The Board shall give written notice of each Annual Assessment prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in installments as established by the Board.

5.4. **Special Assessments**. The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Special Assessments over one thousand dollars (\$1000) per Lot in a calendar year must be approved and assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose.

5.5. **Individual Assessments**. In addition to Annual and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Residence and its Owner into compliance with the Governing Documents; (d) costs of providing services to the Lot upon request of the Owner; and (e) attorney fees, court or collection costs, fines, and other charges relating to any of the foregoing, regardless of whether a lawsuit is filed.

5.6. **Reserve Account**. The Board may establish a reserve account to fund long-term maintenance or improvement to within, or of Common Areas. The Board or Declarant shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a reserve account. The Board or Declarant shall not be personally liable for failure to fund the reserve account unless willful or intentional misconduct is proven in a court of law. Notwithstanding the foregoing, such reserve fund duties and obligations shall not apply to the Association and Board during the Period of Declarant Control.

5.7. **Collection Action at Law**. The Association may exercise any or all the following remedies to collect delinquent Assessments:

- (a) The Association may suspend such Owner's voting rights.
- (b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Weber County against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and

other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a Mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) The Association may terminate utilities that are paid out of the annual budget and the right to use the Common Areas.

(e) 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.

(f) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Community Association Act, or other law or in equity.

ARTICLE VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. **Organization of Association.** The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board of Directors.

6.2. **Legal Organization.** The Association shall be incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, shall renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

6.3. **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, the following:

1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and

maintaining such personal and real property insurance.

3) **Rulemaking.** The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.

4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association. The Association may assess fines to Owners, for violations of the Governing Documents in accordance with the provisions of the Governing Documents and the Act.

6) **Title to Common Areas.** Each portion of the Common Area, including Sky Ranch Road will remain privately owned by the Owner of each Lot upon which such portion of Sky Ranch Road is situated, subject to the easements and maintenance obligations in Article XII herein.

7) **Employment of Agents, Advisers, and Contractors.** The Association may reasonably employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

8) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted subject to the limitations set forth in Article XII and if registered to do business in the State of Utah.

6.4. **Liability.** Board Members and officers of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness, or gross negligence. If a Board Member or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have engaged in willful or intentional misconduct, recklessness, or gross negligence in carrying out his/her duties.

Furthermore, the Association and each Lot Owner shall be obligated to release, defend, and indemnify the Owner(s) of the Common Area from any and all claims, causes of action, or liability arising out of or related to ingress, egress, maintenance, repair and use of any kind of the Common Area. Furthermore, The Association shall procure liability insurance applicable to the use and operation of Common Area.

The Owner(s) of Common Area shall be exculpated from any and all liability arising out of or related to the use and operation of the Common Area to the fullest extent permitted by law. Furthermore, the Owners of Common Area shall be listed as an additional insured on any property insurance policy procured by all other Lot Owners.

6.5. **Board of Directors**. The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws. The Bylaws may set forth requirements for serving on the Board.

Notwithstanding the foregoing, during the Period of Declarant Control, the Declarant shall have the sole authority to act as the Board of Directors, or to appoint Board Members. Declarant appointed Board Members shall not be bound by the qualification requirements in the Bylaws.

ARTICLE VII. MAINTENANCE

7.1. **Association Maintenance**. The Association shall maintain, repair, and replace the Common Areas together with all Improvements (if any) thereon and all easements appurtenant to the Common Area including, but not limited to, any storm drainage system and private utility lines owned or controlled by the Association that serve more than one Lot. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas. The Association shall have no obligation to perform any maintenance and/or repair of any part of a Lot (except to the extent it is Common Area as defined in this Declaration or to the extent such repair is required because of the actions of the Association), Residence, or any other landscaping installed by an Owner without the Association's express agreement for such maintenance.

7.2. **Common Area Maintenance**. The Owners of each Lot within the Project have been granted an easement across the Common Area pursuant to that certain Easement and Governance Agreement recorded on August 2, 2021 in the office of the Weber County Recorder, as Entry # 3172601. The Association is responsible for maintaining and repairing the Common Area and any Improvements thereon. The purpose of the easement is vehicular, pedestrian, and equestrian ingress and egress to and from 7300 East Street, 1000 North Street and the Project. The easement is also a perpetual, non-exclusive and continuous easement and right-of-way over, upon, under, and across Sky Ranch Road for connection, installation, construction, operation, maintenance, use, service, repair, improvement, replacement, and removal of Sky Ranch Road and underground or above ground utility lines for electricity, internet, natural gas, culinary water, secondary water, sanitary sewer and storm drain (i.e., any Improvements) together with the right to enter upon the surface of Sky Ranch Road to implement the foregoing rights.

7.3. **Services**. The Association shall provide or contract for snow removal on Sky Ranch Road. The Association shall also provide for reasonable landscape services along Sky Ranch Road and any needed maintenance of the electric gate at the entrance of the Property.

7.4. **Owner Maintenance**. Each Owner shall have the obligation to provide interior and exterior maintenance of their Lot and Residence, including but not limited to the maintenance, repair, and replacement of driveways, structural elements of the Residence, foundations, windows, doors, and utility lines that solely service the Lot or Residence. Each Owner shall paint, repair, and otherwise maintain the exterior of its Residence in compliance with Association standards and shall maintain, repair, and replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems. Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot.

Owners shall be responsible to maintain, repair, and replace both perimeter and non-perimeter fences which mark the boundaries of their Lots. When fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, and replace the shared portion of such fences shall be borne pro rata by all Owners bounded thereby.

7.5. **Owner Maintenance Neglect.** The Association shall have the power and authority without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon; but only if the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance neglect shall be an Individual Assessment against the Owner's Lot as provided in Article V.

7.6. **Maintenance Caused by Owner Negligence.** If the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment (as set forth above) to which such Lot is subject.

ARTICLE VIII. USE 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 Residences.

8.2. **Use of Lots and Residences.** The Residence on each Lot shall be used only as a single-family dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Residence except with the prior written consent of the Board and applicable governmental entities. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Residence; the business activity does not involve persons regularly coming on to the project who do not reside in the Project; the business activity does not involve the solicitation of Occupants or Owners; the business will not result in the increase of the cost of the Association's insurance; and that the activities would not be in violation of applicable local ordinances.

8.3. **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot, Residence, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Residences, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such

insurance to be canceled or suspended, or cause any company issuing such insurance to refuse renewal thereof.

8.4. **Animals**. Domestic animals may be kept on Lots in conformance with the restrictions on the number and types of animals set forth herein along with local government requirements. If desired, each Owner shall maintain no more than eight (8) cows, six (6) horses, two (2) llamas, and fifteen (15) chickens and/or ducks per Lot. No swine farming beyond the maintenance of (1) pig is allowed on each Lot. In total, no more than fifteen (15) hooved animals shall be maintained per Lot. Exotic animals may be kept on the Lots, except for bison, if safely maintained in accordance with all valid laws, zoning ordinances, and regulations of pertinent governmental bodies. No other farm animals are allowed on any of the Lots without written permission from the Board. No commercial breeding of animals is permitted on the Lots; nor shall any lot be used to allow grazing for the benefit of animals owned by non-Owners. This restriction may be further limited on a lot-by-lot basis if it is determined by the Board of Directors that over-grazing has or will become a problem. The Board may adopt Rules that vary or expand upon the restrictions related to animals, including but not limited to requirements for registration with the Association and noise limitations.

8.5. **Nuisances**. No resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance.

8.6. **Parking**. Improvements on each Lot shall provide for off-street parking and no motor vehicles, trailers, etc. shall be placed or parked so as to impede or obstruct pedestrians, vehicular traffic, view sheds, snow removal, or the environmental quality along any road easement within the Project. Recreational or similar vehicles shall be screened or stored in such a way that they cannot be seen from adjacent Lots or Sky Ranch Road. No heavy equipment shall be kept on the Project, except during periods of construction activity thereon, unless the same are properly screened or kept in an enclosed building. No vehicle may be parked along Sky Ranch Road except in cases of emergencies.

8.7. **Short-Term Rentals**. Owners shall not rent their Lots, Living Units, or any portion thereof as short-term rentals (daily, weekly, monthly or individual rooms). This prohibition applies to Airbnb, Vrbo, and similar online homestays and rentals. The minimum permissible lease term for any Lot or portion thereof shall be one year.

8.8. **Service Yards**. All clothes lines, service yards, storage yards, and exterior mechanical equipment must be screened in a manner approved by the Board so they are not visible from the public view or other Residences in the Project.

8.9. **No Unsightliness**. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any Residence or Improvements); open storage or parking of any equipment without proper screening, unregistered or inoperable motor vehicles, boats, campers, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading), accumulations of lawn or tree clippings or trimmings, wood shavings, accumulations of construction debris or waste, household refuse or garbage except as stored in tight containers in an enclosure such as a garage, lawn or garden furniture except during the season of use, and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that it is visible from the public view or other Lots.

8.10. **No Re-subdividing.** Except as otherwise provided herein, no Lot shall be re-subdivided without written approval by the Board (or Declarant during the Declarant Control Period). Only one (1) Residence (sized per Section 9.2) and ADU (up to 2500 sq ft) shall be constructed or allowed on each Lot.

8.11. **Underground Utility Lines.** All water, gas, electrical, telephone, and all other utility lines within the limits of each Lot, running from Sky Ranch Road or the point of distribution to the Residence, shall be installed by Owner underground. All utility lines shall be buried underground and shall not be exposed above the surface of the ground.

8.12. **Temporary Structures.** No structure of a temporary character, including but not limited to trailers, mobile homes, modular homes, tents, shacks, barns, or outbuildings other than as described in the Development Guidelines, shall be constructed, placed or occupied on any Lot at any time as a Residence. Residences shall not be occupied until the exterior is completed and the water supply and sewer systems are completed with the written approval of the local health authority or without County approval. Construction trailers will be considered on a case-by-case basis by the Board of Directors.

8.13. **Trash and Debris.** No uncovered trash, debris, or organic and inorganic wastes shall be permitted to accumulate on any Lot or Common Area or in any easement adjacent thereto but shall be promptly and efficiently disposed. No dump ground or burial pit shall be used on any part of the Project. No lumber, metal, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during construction, or materials or substances used in reasonable agricultural activities and kept in a reasonable and orderly manner. No machinery or equipment shall be placed or operated upon any Lot except such machinery as is used in the maintenance of a private Residence or in agricultural or personal farming operations and provided that such machinery is enclosed by an enclosure which precludes visibility of such machinery or equipment from the streets or neighboring properties. At no time shall abandoned equipment or machinery, junk, vehicles, or other trash or debris of any description be allowed to accumulate including compost and/or manure piles. No burning of trash, debris or agricultural waste shall be allowed.

8.14. **Noxious Weeds.** No noxious weeds shall be allowed to accumulate on any Lot. All such weeds shall be removed or appropriately cut and maintained by Owner.

8.15. **Christmas Lights and Similar Lighting Decoration.** Lighting decoration is permitted on any Lot from November 15th through January 31. Lighting decoration is prohibited outside of these dates. Excessive or unsightly lighting decoration, as defined by the Board on a case-by-case basis, is prohibited.

8.16. **Irrigation.** Lot must be kept watered and maintained green, except in county, state or federal declaration of drought, including hayfields, pasture, and lawn areas, and mowed and trimmed regularly.

8.17. **Revegetation.** The Owner of any Lot must promptly re-vegetate portions of the natural area that are disturbed in the course of construction or otherwise. Re-vegetation shall occur as soon as possible weather permitting. Any vegetation disturbance to the natural area of a Lot whether permitted or accidental shall immediately be repaired and re-vegetated.

8.18. **Vehicles.** All vehicles operated on the Project shall be properly licensed and maintained so as not to create a dangerous situation or become a nuisance. Vehicles must be muffled to meet required noise standards by Municipal Code or as adopted by the Board.

8.19. **Cell Towers and Antennae.** No towers, exposed or outside radio, television, or other electronic antennae, with the exception of television and internet receiving antennae,

shall be allowed or permitted to remain on any Lot. Satellite receivers must have an enclosure to screen them from the view of any surrounding Owner and be approved by the Board.

8.20. **Snowmobiles and Motorized Vehicles**. Properly muffled motorized vehicles may be used on Sky Ranch Road and throughout the Project. Such motorized vehicles shall be reasonably operated only during daylight hours. Motorized vehicles include snowmobiles, utility all-terrain vehicles, and motorcycles.

8.21. **Firearms**. The use of shotguns and handguns within the Project is expressly permitted and shall not constitute a nuisance. All firearms shall be owned and maintained in accordance with any applicable state and federal laws. Owners shall observe firearm safety etiquette at all times.

8.22. **Residential Design**. No Owner shall build a Residence or Improvement having a dome, an A-Frame, or a modified A-Frame. No Owner shall build prefabricated sheds, barns or other Improvements.

8.23. **Variations**. The Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article if the Board determines in its discretion: (i) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (ii) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the Association or other Owners and Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. No variance may be granted that is inconsistent with the Act.

ARTICLE IX. DESIGN GUIDELINES

9.1. **Design Guidelines and Rules**. The Board may adopt, establish, and publish from time-to-time Design Guidelines, which shall define those requirements governing the location, color, materials, and architectural design of all Residences and Improvements within Sky Ranch. Approval of any Residences and Improvements from the Board is required prior to commencing construction and before submission to Weber County for application of a building permit if a permit is required for the Improvements. Compliance with Design Guidelines and any design review process is not a substitute for compliance with applicable Municipal Authority building, zoning, and subdivision regulations and requirements. Each Owner is responsible for obtaining all final approvals, licenses, and permits as may be required.

9.2. **Maximum Size of Residences and Improvements**. The maximum floor area for Residences is 12,500 square feet for a two-story house, wherein the maximum floor area for the ground level is 7,500 square feet. The maximum floor area for outbuildings is 7,500 square feet. All outbuildings shall be single story structures, except barns which may be two story. The maximum floor area for a barn is 7,500 square feet, wherein the maximum floor area for the ground level is 5,000 square feet. The total maximum floor area for all Residences and Improvements on each Lot collectively is 20,000 square feet.

9.3. **Maximum Height of Residences and Improvements**. The maximum ridgeline height for a Residence is 35 feet above grade. The maximum ridgeline for every outbuilding or barn is 30 feet above grade.

9.4. **Siding and Trim.** The exterior design for Residences should consider the visual impact of siding and trim to minimize contrast with the surrounding natural landscape. Approved materials for siding and trim include stone, smooth stucco, wood, metal, and glass. No Residence or Improvement shall use rough stucco or composite for siding and trim. Colors and finishes shall be natural earth tones approved by Declarant or the Board. In all cases, stonework is preferred as opposed to brickwork for building materials.

9.5. **Fencing.** Fences must be well-constructed, neat in appearance, and well maintained as to complement fencing on the Project along Sky Ranch Road. All perimeter fences shall be constructed from railroad ties and timber. All non-perimeter fences used to contain small animals should attractively incorporate wire mesh or similar material within the privacy fence. It is the intent of this provision to assure aesthetically pleasing fences in harmony with the surrounding environment that do not obstruct views. Fencing is discouraged within close proximity or across the sensitive lands providing an open nature preserve which minimizes the impact on riparian habitat and encourages the natural movement of wildlife that frequents riparian areas.

9.6. **Setbacks.** The minimum distance between the Residence on each Lot and Sky Ranch Road shall be at least one hundred fifty (150) feet. The minimum distance between the Residence on each Lot and any shared property line with an adjacent Lot, as depicted on the Plat, shall be at least one hundred (100) feet. These setbacks exist to preserve the surrounding view and natural sightlines for all Owners. Likewise, rows of trees shall not be planted along Sky Ranch Road or along property boundaries in such a manner as to obstruct viewing corridors and migratory patterns of animals across the Project.

9.7. **Driveways.** All driveways on the Lots shall be made from asphalt, pavers, or concrete. No driveways on Lots shall be made from gravel.

9.8. **Dark Sky Lighting.** All outdoor lighting on the Property shall conform with the best practices of dark sky lighting, as promulgated by DarkSky International. Lighting should have a clear purpose and take into consideration how the use of light will impact the area, including wildlife and their habitats. Lighting should use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed. Owners should use the lowest light level required and be mindful of surface conditions to avoid unintentional reflection into the night sky. Owners should use controls such as timers or motion detectors where practical to ensure that light is available when needed, dimmed when possible, and turned off when not needed. Owners should limit the amount of shorter wavelength (blue-violet) light to the least amount needed. Except for lights referenced in Section 8.15, no lighting shall be permitted on roofs or at heights above the fascia of the roofs. The flood lighting of tennis courts and similar sports courts is expressly prohibited. The reasonable judgment of Declarant or the Board will be determinative as to what lighting is dark sky compliant. Lot Owners shall also abide by Weber County dark sky ordinances in effect or as adopted.

9.9. **Solar Panels.** Solar energy systems and equipment are prohibited from being constructed or installed in the Project. Notwithstanding the forgoing, if the Board elects to allow solar energy systems in the Project, the Board may adopt Rules and regulations for the installation of solar panels or other energy conservation equipment in the Design Guidelines. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the Lot and Residence. Solar panels or other equipment shall not be installed so as to be visible from the streets in the Project without prior approval from the Board

as a variance. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. If an approved solar energy system (installation, operation, maintenance, or otherwise) causes costs to the Association, then the Board may allocate these costs to the Owner who requested or benefit from the installation as the Board in its sole discretion determines. The costs arising under this Section shall be assessed and collected as an Individual Assessment. The Board shall have the sole discretion to determine compliance with the Design Guidelines and this Section.

9.10 **Screening.** Consideration should be given to provide privacy for each Lot Owner's neighbors. Screen walls or landscaping should be used to screen vehicles, solar panels, pools, and Improvements, as discussed herein, that are visible from Sky Ranch Road and/or adjacent Lots. Screen walls are to be high enough to screen the residence or improvements, objects or equipment located behind them. The use of screen walls should be a visual extension of the architecture of the Residence and must step with the topography. Landscaping may be used as a substitute for required screen walls. All screen walls must be located within the building envelope or setback lines.

ARTICLE X. ENFORCEMENT

10.1. **Enforcement of Governing Documents.** The Association, Declarant, or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI. AMENDMENTS

11.1. **Amendments by Declarant.** So long as the Declarant or its assigns owns one or more Lots in the Project or any part of the Additional Land, the Declaration and the Plat may be amended solely by the Declarant, with the consent of Lance and Nancy Reese (the "Reeses") so long as either owns one or more Lots in the Project without any additional approval required. In addition, no other amendment shall be valid or enforceable without the Declarant's and the Reese's prior written consent so long as Declarant and/or either of the Reeses own one or more Lots in the Project (respectively). Notwithstanding anything in this Section 11.1, Declarant's (or its assigns') right to subdivide lot 3 without the approval of any other Owner per Section 1.20 remains intact and does not require the permission or consent of the Reeses.

11.2. **Amendments by Association.** Subject to Section 11.1, after all of Declarant's Lots have been sold to third parties, this Declaration may be amended upon the affirmative vote of at least two-thirds (2/3) of the voting interests of the Association during the Period of Declarant Control or by three-fourths (3/4) of the voting interests of the Association after the Period of Declarant Control if Lot 3 has been subdivided into two Lots. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Weber County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the vote of any one

Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section.

ARTICLE XII. DISPUTE RESOLUTION

12.1. Alternative Dispute Resolution Without Litigation.

(a) Bound Parties. The Declarant; the Association; the Owners; the officers, directors, managers, members, employees, representatives, agents, successors and assigns of any of the foregoing; any other person subject to this Declaration; and any other person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all Bound Parties to encourage the amicable resolution of Claims without the emotional and financial costs of litigation or the toll or market taint such litigation can have on the value of the Project and/or the Lots that may be involved or impacted. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim arising under this Declaration, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.2 in a good faith effort to resolve such Claim.

12.2. Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy;
- (iv) that the person alleged to be responsible for the acts giving rise to the Claim shall have six (6) months to cure or resolve the Claim; and
- (v) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) Right to Cure. For any Claim arising from a dispute over the construction of improvements within the Project, the Claimant shall provide Respondent six (6) months to rectify alter, or fix the claimed defect(s) in the improvements. The expiration of this six-month cure period shall be a prerequisite to Claimant's ability to initiate litigation. For all Claims involving alleged defects in construction, the negotiation, mediation, and settlement requirements shall remain in effect during the cure period, however, the mediation deadline set forth in subsection (d) below shall be extended to expire on the same date the cure period expires.

(c) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(d) Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant

shall have 30 additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent mediator providing dispute resolution services predominately in Utah. Each Bound Party shall present the mediator with a written summary of the Claim or will otherwise comply with the mediator's proscribed procedures and requirements for mediating claims.

(i) Waiver of Claim for Failure to Appear or Participate. If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(ii) Termination of Mediation Proceedings. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iii) Costs of Mediation. Each Bound Party shall bear its own costs of the mediation, including attorney fees, and each Party shall pay an equal share of the mediator's fees.

(e) Settlement. Any Claim settlement through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate such proceedings as are necessary to enforce such agreement without the need to comply again with the procedures set forth in this Article. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney fees and court costs.

ARTICLE XIII. MISCELLANEOUS

13.1. Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes.

13.2. Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes. The Association may use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act.

13.3. Dissolution. The Association may be dissolved by the unanimous, affirmative assent in writing from one hundred percent (100%) of the Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is

not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in Article V.

13.4. **Interpretation and Severability.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

13.5. **Exceptions.** Notwithstanding anything to the contrary in this Agreement, it is agreed that the existing Lot, Residences, and Improvements owned by Lance Reese, Nancy Reese, Scott Brusseau, and Lisa Brusseau (the "**Exempt Parties**"), for as long as any Exempt Party owns its respective Lot and prevents the Lot, Residences, and Improvements from falling into disrepair (reasonable wear and tear exempted), are deemed approved and compliant with this Declaration. Additionally, any and all future Improvements to the Lot, Residence, and Improvements, or additional ADUs made by the Exempt Parties shall be deemed approved so long as such are architecturally consistent with the existing Residences and Improvements. For the avoidance of doubt, the term "Exempt Parties" does not include any successors or assigns of Lance Reese, Nancy Reese, Scott Brusseau, and/or Lisa Brusseau.

13.6 **Covenants to Run with Land.** This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

13.7. **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

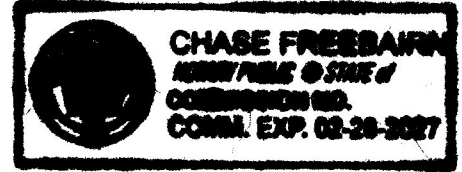
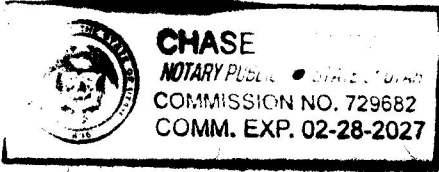
13.8. **Security.** The Declarant or Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken.

13.9. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its filing in the office of the Weber County Recorder.

* * * * *

IN WITNESS WHEREOF, the Declarant hereby executes this Declaration.

DATED as of the 19th day of April, 2024.



DECLARANT
CW LAND CO., LLC
a Utah limited liability company

By: Colin H. Wright
Its: Authorized Representative
Colin H. Wright

STATE OF UTAH)
) ss.
COUNTY OF Davis)

On the 19th day of April, 2024, personally appeared before me Colin H. Wright who by me being duly sworn, did say that she/he is an authorized representative of CW Land Co., LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: [Signature]

IN WITNESS WHEREOF, the undersigned Owner consents to the recording of this Declaration this ___ day of _____, 2024.

SCOTT R. BRUSSEAU
By: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ___ day of _____, 2024, personally appeared before me Scott R. Brusseau.

Notary Public: _____

IN WITNESS WHEREOF, the undersigned Owner consents to the recording of this Declaration this ___ day of _____, 2024.

LISA BRUSSEAU
By: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ___ day of _____, 2024, personally appeared before me Lisa Brusseau.

Notary Public: _____

IN WITNESS WHEREOF, the Declarant hereby executes this Declaration.

DATED as of the ___ day of _____, 2024.

DECLARANT
CW LAND CO., LLC
a Utah limited liability company

By: _____
Its: Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ___ day of _____, 2024, personally appeared before me _____ who by me being duly sworn, did say that she/he is an authorized representative of CW Land Co., LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public: _____

IN WITNESS WHEREOF, the undersigned Owner consents to the recording of this Declaration this ___ day of _____, 2024.

SCOTT R. BRUSSEAU

By: 


STATE OF UTAH)
) ss.
COUNTY OF _____)

On the See day of attached, 2024, personally appeared before me Scott R. Brusseau.

Notary Public: _____

IN WITNESS WHEREOF, the undersigned Owner consents to the recording of this Declaration this ___ day of _____, 2024.

LISA BRUSSEAU

By: 

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the See day of attached, 2024, personally appeared before me Lisa Brusseau.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On April 17, 2024 before me, Olivia V.D. Mack, Notary Public
(insert name and title of the officer)

personally appeared Scott R. Brusseau and Lisa Brusseau
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Olivia V.D. Mack* (Seal)



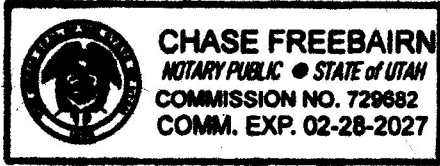
IN WITNESS WHEREOF, the undersigned Owner consents to the recording of this Declaration this 19 day of April, 2024.

LANCE REESE

By: [Signature]

STATE OF UTAH)
) ss.
COUNTY OF Weber)

On the 19th day of April, 2024, personally appeared before me Lance Reese.



Notary Public: [Signature]

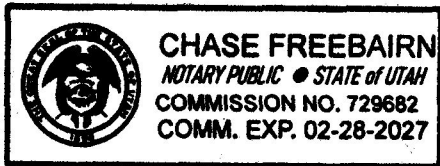
IN WITNESS WHEREOF, the undersigned Owner consents to the recording of this Declaration this 19th day of April, 2024.

NANCY REESE

By: [Signature]

STATE OF UTAH)
) ss.
COUNTY OF Weber)

On the 19th day of April, 2024, personally appeared before me Nancy Reese.



Notary Public: [Signature]

EXHIBIT A
LEGAL DESCRIPTION

All of **SKY RANCH**, according to the official plat filed on June 14, 2022 in the office of the Weber County Recorder as Entry No. 3241023 in Book 93 Of The Official Records, Page 28.

Including Lots 1 – 3.

More particularly described as:

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 6 AND THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 2136.61 FEET AND EAST 1284.36 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 (SAID WEST QUARTER CORNER BEING S00°16'36"W 2654.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6); THENCE S89°41'10"E 806.34 FEET; THENCE N00°18'50"E 842.75 FEET; THENCE N89°12'26"E 553.47 FEET; THENCE S02°03'42"E 1088.90 FEET; THENCE S03°33'20"E 240.34 FEET; THENCE S02°23'08"E 1142.83; THENCE S37°42'02"W 66.30 FEET; THENCE S43°19'55"W 117.30 FEET; THENCE S42°52'25"W 115.92 FEET; THENCE S43°42'00"W 94.49 FEET; THENCE S41°51'13"W 48.24 FEET; THENCE S06°30'55"W 29.26 FEET; THENCE S42°51'32"W 127.07 FEET; THENCE S75°45'41"W 81.86 FEET; THENCE S75°07'00"W 241.01 FEET; THENCE S73°23'42"W 330.39 FEET; THENCE S72°06'50"W 73.62 FEET; THENCE N01°58'03"E 152.99 FEET; THENCE N71°21'28"E 121.64 FEET; THENCE N08°57'12"W 457.35 FEET; THENCE N00°43'17"W 308.85 FEET; THENCE S89°42'05"E 325.32 FEET; THENCE N00°17'55"W 413.08 FEET; THENCE S89°42'05"E 324.42 FEET; THENCE N00°12'18"W 740.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,961,308 SQUARE FEET OR 67.982 ACRES MORE OR LESS.

Parcel Numbers: Not Yet Assigned.

EXHIBIT B
BYLAWS
OF
SKY RANCH PROPERTY ASSOCIATION

These BYLAWS OF SKY RANCH PROPERTY ASSOCIATION are effective upon recording in the Weber County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Sky Ranch and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Covenants, Conditions and Restrictions for Sky Ranch Property Association.

ARTICLE II
APPLICATION

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Residences or the mere act of occupancy or use of any said Residences or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III
OWNERS

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not be required during the Period of Declarant Control, but the Declarant may hold Annual

Meetings at its discretion.

3.2 **Special Meetings**. Special Meetings of the Owners may be called by a majority of the Board, the Declarant, the President, or upon the written request of Owners holding not less than fifty percent (50%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Owner request. During the Period of Declarant Control, Special Meetings may only be called by the Declarant.

3.3 **Place of Meetings**. The Board may designate any place in Weber County that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, or if a Special Meeting is otherwise called, the place of the meeting shall be held at the office of the Association's Manager.

3.4 **Notice of Meetings**. The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email and hand-delivery or regular mail. If sent by email, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email by giving written notice to the Board stating that the Owner will not accept notices by way of email.

3.5 **Qualified Voters**. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessment (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes**. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum**. At any Owner meeting, the number of Owners present, either in person or by proxy shall constitute a quorum for the transaction of business.

3.8 **Proxies**. At each Owner meeting, each Owner entitled to vote shall be entitled

to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

3.9 **Votes**. With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not more than thirty (30) days delinquent shall be entitled to vote.

3.10 **Waiver of Irregularities**. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.11 **Action Taken Without a Meeting**. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code §16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email or paper document.

3.12 **Minutes of Meetings**. The Secretary shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each annual meeting of the Owners shall be made available to all Owners within thirty (30) days of the annual meeting.

ARTICLE IV

BOARD OF DIRECTORS

4.1 **Powers.** After the Period of Declarant Control, the Project and the affairs and business of the Association shall be managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications.** The Board of Directors shall be composed of three (3) persons. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manger, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate. During the Period of Declarant Control, the Qualification requirements of these Bylaws shall not apply and the Declarant may exercise all powers of the Board as permitted by law.

4.3 **Election.** During the Period of Declarant Control, Board Members shall be appointed by Declarant. Following the Period of Declarant Control, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.4 **Term of Office.** During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Owners shall elect Board Members for two (2) year terms. However, at the first election following the Period of Declarant Control, the Board Member receiving the highest votes will hold two (2) year terms and the remaining will hold one (1) year terms to establish staggered terms. The terms shall overlap so that elections for Board Member positions are held each year at the Annual Meeting. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings.** The Board shall hold meetings at least quarterly or more often at the discretion of the Board. During the Period of Declarant Control, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each time the Association increases a fee or raises an Assessment.

4.6 **Special Meetings.** Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.

4.7 **Meeting Notice.** Notice shall be given to Board Members and Owners personally, by email, or by telephone at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board meetings may be held without call or notice to the Owners, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Quorum and Manner of Action.** A majority of the then authorized Board Members shall constitute a quorum for the transaction of business at any Board meeting. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. The Board Members

shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9 **Owner Attendance.** Any Owner may request notice of Board meetings by requesting such notice from a Board Member and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board Members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.10 **Open Meetings.** Except as provided below in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

During the Period of Declarant Control, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners.

4.11 **Board Meetings Generally.** The Board may designate any place in Weber County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.

4.12 **Board Action.** Notwithstanding noncompliance with any provision within this Article, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.14 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Period of Declarant Control may be removed at any time, with or without cause, at a Special Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 **Vacancies.** If vacancies occur in the Board during the Period of Declarant Control, the Declarant shall appoint a Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies occur in the Board for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 **Action Without a Meeting.** Board Members have the right to take any action in the absence of a meeting which they could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

4.17 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

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

4.19 **Meeting.** A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, Vice President and a Secretary, and such other officers as may be appointed by the Board.

5.2 **Election, Tenure, and Qualifications.** The officers of the Association shall be elected by the Board of Directors at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until the next ensuing meeting of the Board following the Annual Meeting of the Owners and until a successor has been elected and

qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers**. The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5.4 **Resignation and Removal**. Any officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies**. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President**. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Vice President**. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners and shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Vice President shall perform such other duties as required by the Board of Directors.

5.8 **Secretary**. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.9 **Compensation**. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

6.1 **Intentionally Omitted**.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** In addition to the indemnification provisions and requirements set forth in the Declaration, no Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct, recklessness, or gross negligence. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article. The Association shall also procure and maintain general liability insurance and workman's compensation insurance (as applicable). Furthermore, each Lot Owner shall procure Property Insurance with appropriate Additional Insured endorsements as required in Section 6.4.

7.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to

settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

8.1 **Rules.** The Board shall have the authority to adopt Association Rules as it deems necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX AMENDMENTS

9.1 **Amendments by Declarant.** So long as the Declarant owns one or more Lots in the Project or any Additional Land, the Declarant acting alone may amend the Bylaws for any reason, with the approval of Lance and Nancy Reese, so long as Mr. or Mrs. Reese own one or more Lots in the Project. No other amendment shall be valid or enforceable during the period Declarant or Mr. or Mrs. Reese own at least one Lot or any Additional Land unless the Declarant and/or Mr. and Mrs. Reese, respectively, have given written consent to such amendment. Any amendment shall become effective upon recordation in the office of the Weber County Recorder.

9.2 **Amendments by Association.** Subject to Section 9.1, after the Declarant has sold all of the Lots and Additional Land to third parties, the Bylaws may be amended by the Owners upon the affirmative vote of at least two-thirds (2/3) of the voting interest of the Association or three-fourths (3/4) if 4 lots are subject hereto by annexation/amendment. Any amendment(s) shall be effective upon recordation in the office of the Weber County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any Owner signature shall be required. No amendment shall restrict, limit, or impair any Special Declarant rights without the express written consent of the Declarant.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, 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 are intended solely for convenience of reference and shall in

no way limit any of the provisions of these Bylaws.

10.3 **Conflicts**. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

* * * * *

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association.

DATED this 19th day of April, 2024.

DECLARANT
CW LAND CO., LLC
a Utah Limited Liability Company

By: 
Its: Authorized Representative

State of Utah)
) ss.
County of ~~Weber~~ Davis)

On the 19th day of April, 2024, personally appeared before me Colin H. Wright who by me being duly sworn, did say that she/he is an authorized representative of CW Land Co., LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public 

