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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Apr 26 3:07 pm FEE 104.00 BY MA  
RECORDED FOR SARATOGA SPRINGS CITY

WHEN RECORDED RETURN TO:  
Casey Development, LC  
427 West 11950 South  
Draper, Utah 84020

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
CATALINA BAY SUBDIVISION  
(a residential development)**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR  
CATALINA BAY SUBDIVISION  
A RESIDENTIAL DEVELOPMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CATALINA BAY SUBDIVISION, A RESIDENTIAL DEVELOPMENT is made as of the 10 day of November, 2016, by **Casey Development, LC LC (“Declarant”)**, with respect to the following:

**RECITALS:**

A. Catalina Bay Subdivision (“**Project**”), more particularly described on **Exhibit A** attached hereto is a residential development located in the City of Saratoga Springs, Utah County, Utah;

B. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in **Exhibit A** and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof;

C. It is the intention of the Declarant in imposing the covenants, conditions and restrictions in this Declaration to protect and enhance the property values and aesthetic values of the Lots for the mutual protection and benefit of the Lots and the Owners of the Lots. The covenants, conditions and restrictions in this Declaration are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other Person holding any interest in the Lots, and shall inure to the benefit of all other Lots in Catalina Bay Subdivision.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

**ARTICLE I  
DEFINITIONS**

Unless the context clearly requires the application of a more general meaning, the following terms, when used in this Declaration, shall have the following meanings:

1.1 **Articles** shall mean the Articles of Incorporation for the Catalina Bay Homeowners Association, Inc.

1.2 **Association** means the Catalina Bay Homeowners Association, Inc. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

1.3 **Board** means the Board of Directors. The Board governs the property, business, and affairs of the Association.

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

1.5 **City** means the City of Saratoga Springs, its departments, officials, and boards.

1.6 **Common Areas** mean all land dedicated to the Association including trails, walking paths, landscaping, and equipment, fixtures, facilities, personal property, storm drain systems, and improvements installed in the Common Areas. Common Areas do not include fencing comprising the boundary line of a Lot, whether or not such fencing was installed by Declarant.

1.7 **Common Expenses** mean all sums spent to administer, maintain, or replace Common Areas: expenses agreed upon as common expenses by a majority of the Owners; expenses authorized by the Governing Documents or any other expenses necessary for the common benefit of the Owners.

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

1.9 **Declarant** mean **Casey Development, LC**, Declarant shall also include any Person or Persons that have been assigned and have agreed to assume Declarant's rights and obligations, and such assignment and assumption shall be effective upon the recording of a written instrument in the Utah County Recorder's Office.

1.10 **Declaration** shall mean this document, as amended, annexed, supplemented, or restated from time to time.

1.11 **Director** means a member of the Board.

1.12 **Governing Documents** means the Declaration, Bylaws, Articles of Incorporation, recorded plats for the Project, and rules and regulations.

1.13 **Improvement** shall mean all structures and appurtenances of every type and kind including, without limitation buildings, dwellings, garages, storage buildings, additions, walkways, retaining walls, gazebos, fences, driveways, landscaping, playground equipment, pools, decks, tennis courts, hard surfaced areas, stairs, poles, lighting, signs, satellite dishes, solar panels and equipment, or other antennas, and mechanical equipment located on the exterior of any building.

1.14 **Lot** shall mean a separately numbered parcel of property as shown on the various recorded plat maps for the Catalina Bay Subdivision on file with the Utah County Recorder. Lots shall include fencing, all utility lines and other installations exclusively serving the Lot whether under or over Common Areas or not. A Lot does not include Common Areas.

1.15 **Member** means an Owner of a Lot.

1.16 **Mortgage** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

1.17 **Owner** means the Person(s) who owns in fee title a Lot as shown on the Utah County records.

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

1.19 **Project** means all recorded phase of the Catalina Bay Subdivision. Exhibit A contains the legal description for the Project.

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

## ARTICLE II EASEMENTS

2.1 **Association Easement.** The Association, its Board, employees, agents, and contractors shall have the irrevocable right and easement to have access to all Common Areas to perform their duties as assigned by the Governing Documents.

2.2 **Right of Ingress, Egress, and Enjoyment.** Each Resident, guest, or invitee has the right to ingress and egress over, upon, and across the public streets as necessary for access to his/her Lot, and such rights shall be appurtenant to and pass with the title to each Lot. Subject to the rules and regulations, each Resident has a right to enjoyment of the Common Areas.

2.3 **Easements for Encroachments.** If any part of the Common Areas encroaches upon a Lot, an easement for such encroachment and maintenance of the same shall exist. If any part of a Lot encroaches upon the Common Areas, an easement for such encroachment and for the maintenance of the same shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas or the Lots. Encroachment causes include, without limitation, errors in the original construction; errors in the various Plats; settling, rising, or shifting of the earth; or by changes in position caused by repair or reconstruction of the Project.

2.4 **Public Access Areas.** Some of the Property has been dedicated to the City as public access. Declarant and Association reserve the right to dedicate to the City other areas as public trails and open space areas. These public access areas are for the use and benefit of the general public and are dedicated as a public easement. No Owner shall obstruct or interfere with the use of the Public Access Areas crossing his or her Lot. The Public Access Areas are for non-motorized use only (except for authorized maintenance vehicles or equipment).

2.5 **Easement for Utility Service.** The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

2.6 **Restriction on Easement Rights Granted by Owners.** Without the prior written consent of the Association, no Owner or Resident shall grant any easement, license, permit or other rights to any other Person or entity any rights of ingress and egress, any rights to construct, operate or maintain any road, trail or other right of entry or passage over and across his or her Lot, any rights to construct, operate, maintain, repair or replace any utility easements or any other rights or interests not otherwise established and created pursuant the various recorded plats for the Catalina Bay Subdivision and this Declaration.

### ARTICLE III MAINTENANCE

3.1 **Common Areas.** The Association shall maintain, repair, and replace the Common Areas.

3.2 **Lots.** Owners shall maintain, repair, and replace their Lot at their cost. An Owner's maintenance responsibility extends to all components of their Lot as defined in the Declaration, the various recorded plats for the Project, and the Community Association Act. Lots shall be maintained so as not to detract from the appearance of the Project and to maintain the value of any other Lot. Lots shall be maintained to protect and preserve the health, safety, and welfare of the other Lots and Common Areas. Prior to maintaining, repairing, or replacing any exterior feature, an Owner must submit their plans showing color, style, and shapes for approval by the Association. Owners shall maintain the fencing around their Lots, including any side that faces the Common Areas.

After casualty loss or damage to a Lot, the Owner may take temporary measure to secure the damages portion of the Lot with the Design Review Committee approval. Owners shall use insurance proceeds to promptly restore the Lot and Improvements to a satisfactory condition. No damaged structure is allowed to remain on a Lot for more than 90 days without repairs commencing. Any damaged structure remaining longer than 90 days without repair will be deemed a nuisance and may be abated by the Association at the expense of the Owner. Any costs incurred by the Association shall be deemed an Individual Assessment as defined in Article 10.6.

### ARTICLE IV MEMBERSHIP AND ASSOCIATION

4.1 **Membership.** Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot. The declarant will relinquish all control to the Catalina Bay Homeowners Association upon the sale and occupancy of seventy (70%) percent which is described as Thirty eight of the Fifty four lots in Catalina Bay Subdivision.

4.2 **Voting Rights.** There shall be one vote for each Lot and each Owner shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all of the other Owners of that Lot, unless the other Owners are also present and object or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

4.3 **Status and Authority of the Board.** The Board is the governing body of the Association. It shall manage, operate, and maintain the Project and enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. The Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration, the Articles of Incorporation and the Bylaws.

4.4 **Composition and Selection of Board.** The Bylaws govern how the Board is established and selected.

## ARTICLE V USE RESTRICTIONS

5.1 **Use of Lots.** Lots may be used for residential use only. Home businesses must be licensed and comply with the zoning code. The Board may place additional restriction on home businesses if it receives complaints about increased traffic or exterior evidence of the home business. No Lot may be subdivided. No noxious or offensive activity shall be carried out on any Lot, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots and/or Common Areas.

5.2 **Common Areas.** Owners and Residents shall not use Common Areas for their private use, unless approved by the Board. Owners and Residents shall not alter, damage, commit waste, and/or store anything in Common Areas. No retail sales of any kind may be made in the Common Areas. If any Owner or resident causes damage to the Common Areas, they shall be liable for the damages, which shall be an Individual Assessment as defined in Article 10.6.

5.3 **No Hazardous Activities.** No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be dangerous or hazardous, or which would cause the cancellation of or increase the Association's insurance premiums, or the insurance premium of another Lot Owner. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires. No Owner will occupy a Lot in a manner that is in violation of any State of Utah or federal environmental protection law or regulation concerning the storage, disposal, or use of toxic or hazardous materials.

5.4 **Open Fires.** Open fires are prohibited on the Lots, unless contained within a fire pit. Open fires are prohibited in the Common Areas.

5.5 **Vehicles, Parking, and Storage.** Except to load and unload, no trucks larger than 1-ton, commercial vehicles, and similar equipment shall be parked within the completed portion of the Project. Trailers and recreational vehicles (for example, campers, boats, motor homes, off-road vehicles, etc.) may be parked in the side yard set-back behind the front of the home in an enclosed area screen from street view with approved fencing materials. Sufficient side yard gate access should be planned and provided for the recreation type vehicles on the side and rear yards. If a trailer or recreational vehicle cannot fit in the side yard set-back behind the front of the home, it may not be parked in the Project. Trailers and recreational vehicles may not be stored under tarps. Trailers and recreational vehicles may be parked on the street or in a driveway for a maximum of 24 hours for loading and unloading.

Except for emergency repairs, Owners and Residents shall not repair or restore vehicles in the Project. No inoperable or unlicensed vehicles shall be stored in the Project, unless parked in the garage. Vehicles parked in unauthorized areas may be towed away by the Board at the Owners expense. Vehicles shall not be parked on a street for longer than four days without being moved or stored inside a garage.

The storage or accumulation of junk, trash, manure, or other offensive or commercial materials is prohibited. Facilities for hanging, drying and airing clothing or household fabrics shall be appropriately screened from view.

5.6 **Animals.** The hostelling and/or keeping of horses and/or other farm animals in this subdivision is not permitted.

Pit-bull, Rottweiler, Chows, and other dog breeds which have been or may be considered aggressive or dangerous by the state of Utah, Utah County, or Saratoga Springs City Animal Control are also forbidden.

No kennel or dog run may be placed or maintained closer than 20' to any dwelling. All kennels and dog runs must be screened from street view.

5.7 **Firearms and Projectile Weapons.** No firearms, airsoft guns, BB guns, and archery equipment of any kind may be discharged within the Project and such use is prohibited in the Common Areas.

5.8 **Signs.** Owner and Residents shall not post signs in Common Areas. One sign indicating a Lot is for sale or rent may be placed on a Lot in accordance with the City sign regulations. Such signs may not exceed 2 feet by 3 feet in size. All other signs must be approved by the Design Review Committee.

**5.9 Garbage, Trash, and Refuse Disposal.** No Owner shall use his or her Lot as a dumping area for rubbish. Trash, garbage or other waste shall not be kept on any Lot. Trash cans are to be stored at the side of the home and are to be placed at street curb for garbage pickup the morning pickup. All trash cans are to be returned from street curb by sundown on the day of pickup.

**5.10 Rules and Regulations.** Owners and Residents shall obey the rules and regulations created by the Board.

**5.11 City Ordinances.** Owners and Residents shall abide by all City ordinances which relate to the maintenance, upkeep, design, and use of their Lot. The Board may enforce any such ordinances, in addition to City enforcement.

**5.12 Aerials, Antennas, Solar Panels, Windmills, and Satellite Dishes.** Aerials, antennas, and satellite dishes larger than one meter in Diameter are prohibited. Installation of solar panels and windmills must be approved by Architectural Committee. Aerials, antennas, solar panels, windmills, and satellite dishes may not be installed on Common Areas. Up to three antenna or satellite dish smaller than one meter in diameter may be installed within a Lot.

**5.13 Garage Sales.** Owners may host no more than one garage sale per year on their Lot.

**5.14 Timeshares and Leases.** Timeshares and time-sharing of Lots is prohibited. Under no circumstances shall any Lot be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time. An Owner shall not lease or rent his or her Lot for an initial term of less than six (6) months. The Owner shall provide a copy of the lease or rental agreement to the Board within ten (10) days after the lease is executed and prior to occupancy. An Owner shall be responsible and liable for any damage caused by his tenants. Within ten (10) days after delivery of written notice of the creation of a nuisance or material violation of these restrictive covenants, the Owner shall proceed promptly to abate the nuisance or cure the default, and notify the Board in writing of his or her intentions.

## ARTICLE VI RESTRICTIONS ON IMPROVEMENTS

**6.1 Compliance with Governing Document, Design Guidelines, and Regulations.** All dwellings and Improvements to a Lot and all construction and landscaping activities must comply with: (i) the Governing Documents; (ii) the design guidelines; (iii) the codes, rules, regulations, and requirements of the City and of any other governmental body having jurisdiction with respect to the Project; and (iv) the Development Agreement(s) between the Declarant and the City. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

**6.2 Number of Dwellings.** Only one single family dwelling, not to exceed two stories in height in addition to the basement, may be constructed on any Lot. All dwellings shall have an attached garage large enough to enclose a minimum of two cars as specified in Section 6.7. Carports will not be allowed.

**6.3 Setbacks.** Building setbacks shall comply with the stricter of the design guidelines, the City ordinances, the recorded plat, and/or the Development Agreement(s) between the Declarant and the City.

**6.4 Driveway and Parkstrip Material.** Rock and gravel shall not be used as landscape material in parkstrips, as driveways, or as driveway extensions. Parkstrip landscaping shall be sod and trees (as approved by the Design Review Committee). Driveways, driveway extensions, and parking pads located in front of the house shall be concrete, or other permanent hard surface as approved by the Design Review Committee.

**6.5 Lawn and Landscaping Requirements.** Front yard, visible side yard lawns, and mow strips are to be installed within completion of the dwelling or, in the case of a winter completion date that prevents the installation of landscaping, within the first growing season by May 31<sup>st</sup>. A \$3,000 cash deposit will be required by the Catalina Bay Home Owners Association as specified in Article VII Paragraph 7.2.4 to ensure the landscaping completion as specified above. The Committee shall be entitled to change such amount from time to time as the Committee may deem appropriate. If the homeowner fails to meet the installation requirements before the first May 31<sup>st</sup> of completion, the acting Committee will apply the \$3,000 cash deposit towards the cost of installing such landscaping as the Committee may in its discretion determine appropriate.

As soon as practical following completion of the construction of the dwelling, but in no event later than 12 months from the issuance of a occupancy permit, whichever first occurs, each homeowner is required to complete the remaining landscaping so that the lot is fully landscaped.

**6.6 Placement of Trees and Shrubs.** Planting a minimum of 3 trees and a minimum of 12 two-gallon shrubs in the front and/or visible side yard within each lot is required at the time of the landscaping installation as specified in Section 6.5. In addition, the lot owner is required to plant and maintain a tree for every 30' of space in the parking strip between the back of the curb and the sidewalk in front of their lot at the time of the landscaping installation. Only sod and trees will be permitted in the parking strip.

The following trees, because of their undesirable characteristics for a residential area, are prohibited in this subdivision:

Ailanthus Altissima (Tree of Heaven), Platanus Occidentalis (American Plane Tree), Populus Acuminata (Lace Leaf Poplar), Populus Alba (Silver Poplar), Populus Alba Bolleana (Bolleana Poplar), Populus Angustifolia (Narrow Leaf Poplar), Populus Deltoides (Carolina Poplar), Populus Fremontii (Fremont's Poplar), Populus Nigra Italica (Lombardy Poplar), Robinia Pseudoacacia (Black Locust), Ulmus Pumila (Siberian Elm), and Russian Olive.

**6.7 Quality and Size of Dwelling.** The minimum livable square footage of a single story dwelling shall be 1,600 square feet on the main level (not including bonus rooms and basements) on lots. The minimum livable square footage of two story dwelling shall be 1,100 square feet on the main level and 2,100 square feet above grade (not including basements). Livable square footage does not include garage space, porches, patios, balconies, decks, vent shafts, or courts. The exterior shall consist of a minimum of 60% brick, stone, Hardi plank (cement fiber board siding), architectural metal or certain powder coated metal components, with aluminum soffit and fascia or nicer quality. The remaining 40% may consist of stucco or architectural wood and other types of exterior finishes as approved by the design committee, excepting vinyl siding. No floating stone or brick shall be permitted. No stained or "antiqued" stucco effects shall be permitted. Split-level and split-entry dwellings will not be permitted. All dwellings are required to have a 2 car garage. The maximum height for any structure excluding chimney height will be 32 feet.

**6.8 Roof Design.** All roofing materials must be of architectural grade asphalt shingles (30 year minimum warranty) or better, i.e. tile, slate, and steel as approved by the committee. Roof pitches must be a minimum of 6/12. In the case of architectural designs that employ other roof styles, committee approval is required.

**6.9 Fences and dividing structures.** Fences shall be permitted in the covered property only in accordance with applicable City ordinances and must be decorative in nature. No fences may be constructed without prior approval of the committee, which may include in its approval criteria considerations of style, material, height, and effect on neighboring properties. Fencing of front yards shall not be permitted; side yards may be fenced up to a point which is no closer than the midpoint of the length of the dwelling from the street upon which the dwelling is located. Barb wire and field fence on posts are prohibited. No chain link is permitted as cross-fencing or in back and side yards where it is visible from the road. Wood fencing is also prohibited. Walls, hedges, or other dividing structures no higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height unless approved in writing by the committee before installation.

**6.10 Sewer and Utility Connections.** All Lots shall have a connection to the sanitary sewer service. Cesspools, septic tanks, or other types of waste disposal systems are prohibited. Owners of downhill Lots with basements may encounter difficulty in providing gravity flow sewer connections to the street, and the cost of private ejector systems serving such Lots will be borne by the Owner of the Lot. Utility connections for water, secondary water, gas, electrical, and telephone are to be underground.

## ARTICLE VII ARCHITECTURAL CONTROL

**7.1 Acknowledgement.** To maintain a degree of protection to the investment which homeowners in the Project area may make, each Owner, by acquiring his Lot, acknowledges that the Association acts on behalf of all the Lot Owners to ensure that the development and design of Project is uniformly developed and maintained. Therefore, each Owner agrees that no construction or activity within the scope of this Declaration shall be commenced on such Owner's Lot unless and until the Design Review Committee has given its prior written approval for such activity in accordance with this Article.

**7.2 Design Review Committee.** The Design Review Committee shall be responsible to establish and administer the Design Guidelines and carry out all other responsibilities assigned to the Design Review Committee in order to carry out

the purposes and intent of this Declaration. The Design Review Committee shall be composed of three to five Owners in good standing. All of the Design Review Committee members shall be appointed, removed, and replaced by the Declarant in sole discretion until all the Lots are sold. After Declarant's right to appoint the Design Review Committee expires, the Board shall appoint, remove, and replace the Design Review Committee members. In the absence of a Design Review Committee, either the Declarant, if it still has the right of appointment, or the Board shall act as such.

**7.2.1 Chairman and Operations.** The Design Review Committee chairman shall be appointed by the Declarant, as long as it is in control, and then elected by the Design Review Committee members by majority vote of such members. The chairman shall take charge of and conduct all meetings and shall provide notice of the meetings to each design Review Committee member. Notice shall set forth the time and place of the meeting. In the absence of a chairman, the party responsible for selecting the chairman may appoint or elect a successor, or if the absence is temporary a temporary successor.

**7.2.2 Quorum/Voting.** A quorum is a majority of the Design Review Committee members. The affirmative vote of a majority of a quorum of the Design Review Committee shall govern its actions.

**7.2.3 Expert Consultation.** The Design Review Committee may retain technical and professional advisers and consultants as it deems appropriate. The Design Review Committee may also delegate its responsibilities to professional advisers and consultants.

**7.2.4 Expenses/Design Review Fees.** Except as provided in this Article, all expenses of the Design Review Committee shall be common expenses and shall be paid by the Association. To help offset costs, the Design Review Committee shall have the right to charge and collect a fee of \$3,250.00, of which \$250.00 will be non-refundable to be used for plan review and compliance inspections. The remaining balance of \$3,000.00 will be held and applied to the Landscaping Deposit as specified in Article VI, paragraph 6.5, which will be refundable upon faithful and complete performance as discussed in Section 7.7. Design Review Committee fees shall be Individual Assessments and shall be due prior to approval of any plans.

**7.3 Purpose and Procedures.** The Design Review Committee shall review, study, and either approve, reject or request resubmittal of additional information with respect to all proposed Improvements to a Lot. The Design Review Committee shall review the proposed Improvement to ensure compliance with the Governing Documents and Design Guidelines. Each builder or Owner shall demonstrate to the Design Review Committee that its proposed Improvements have been approved by the City and that such items are in compliance with the Governing Documents and Design Guidelines. The Design Review Committee shall have the right to require a builder or Owner to prepare and submit a construction mitigation plan for review and approval.

**7.4 Submission to Committee.** Prior to commencing any construction, modification or alteration of any building, accessory, addition, or repair to the exterior of a building, or any other Improvement, an Owner shall submit complete plans and specifications to the Design Review Committee for approval of the proposed activity. Such submittal shall include as a minimum the following: (i) cover letter with contact name, phone number, mailing address, Lot number, and email address; (ii) two (2) copies of the drawings (to scale) and specifications showing the site plan, floor plan, design, quality and type of construction, and exterior elevations including grades and finished ground elevations; (iii) exterior color samples (or paint specification) for stucco and trim; (iv) photographic samples and specifications of stone, brick, and roofing materials; and (v) landscaping, drainage, exterior lighting, and all other aesthetic features as set forth in the Governing Documents and Design Guidelines. Incomplete submittals will not be reviewed, and the review fee will be assessed again for subsequent submittals. Complete submittal packages may be emailed in PDF format to: Justin Johnston at [justinjohnstonrealestate@yahoo.com](mailto:justinjohnstonrealestate@yahoo.com) and Susan Palmer at [spalmer@windrivernd.com](mailto:spalmer@windrivernd.com). Owners are responsible for obtaining all City approvals, licenses, soils test, and permits required in addition to obtaining the Design Review Committee's approval.

**7.5 Standard.** The Design Review Committee shall exercise its best judgment to see that all Improvements conform and harmonize with any existing structures and surroundings as to external design, quality and type of construction, materials, colors, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Governing Documents and Design Guidelines.

**7.5.1 Variances.** The Design Review Committee may, upon the written request of an Owner, grant variances when circumstances such as the shape of the Lot, topography, or any other aesthetic or environmental considerations warrant, or which would make the Lot unbuildable. All variances shall only be effective if approved in writing by the Design Review Committee. The inability to obtain approval of the City or any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. If a variance is required in



connection with a Submission to the Committee, the variances shall be specifically listed and requested on the submittal. Obtaining the Design Review Committee's approval of a variance does not eliminate or reduce the Owner's responsible to obtain all City approvals, licenses, and permits.

**7.6 Design Guidelines.** The Design Review Committee may adopt, modify, and amend the Design Guidelines, which shall be considered a Governing Document. The Design Guidelines define and describe design standards for the Project, and are intended to provide guidance to Owners regarding matters of particular concern to the Association and to assist the Owner with his submittals to the Design Review Committee. The Design Guidelines are not the exclusive basis for decisions by the Design Review Committee, and compliance with the Design Guidelines does not guarantee approval of any submittal. The Design Guidelines shall be made available to Owners. At the Declarant and/or Board's sole discretion, the Design Guidelines may be recorded, in which event the recorded version, as it unilaterally may be amended from time to time, shall control. Any item not specifically discussed in the Design Guidelines shall be reviewed by the Design Review Committee for general aesthetic compliance.

**7.7 Security Deposit.** The Design Review Committee shall require a cash security deposit of \$3,000 for the purpose of securing complete and compliant performance by the Owner. The Design Review Committee shall retain the security deposit until the Owner has fully performed all of his/her obligations under the approved plans and specifications and paid all Design Review Committee fees. Security deposits shall be held in the Association's bank accounts with the Association retaining any interest earned. The security deposit is not an advance payment of any Design Review Committee fees or a measure of damages if the Owner defaults in his/her obligations. If the Owner defaults in his/her obligations, the Design Review Committee may use, apply, or retain all or any part of the security deposit to pay Committee fees and/or damages incurred as a result of the default. Any action to enforce an Owner's default is not limited to the amount of the security deposit. The use of the security deposit does not constitute a waiver of any rights or remedies or limit the Association's right to bring or seek remedies at law or in equity. The Design Review Committee shall request the Association to issue a refund of the security deposit, or any remaining portion thereof, after the Owner has fully completed and complied with the approved plans and specifications.

**7.8 Approval and Appeal Procedure.**

**7.8.1 Approval.** In reviewing each submittal application for approval, the Design Review Committee may consider any factors it deems relevant. Decisions may be based on purely aesthetic considerations. The Design Review Committee shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment. The Design Review Committee shall, within thirty (30) days after receipt of a complete submittal application with all the required information, respond in writing to the Owner at the address specified in the application. The response may: (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; (iii) request resubmittal with requested changes; or (iv) deny the submittal application. No approval shall be inconsistent with the Design Guidelines or Governing Documents. If the Design Review Committee fails to respond within the thirty (30) days, denial of the application shall be deemed to have been given. If construction has not been initiated on the submittal application which has been approved within one (1) year from the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any new activity. Once the approved construction has been initiated, it shall be diligently pursued to completion, and all construction shall be completed within one (1) year of commencement unless the Design Review Committee grants an extension in writing, which it shall not be obligated to do. In the event that construction is halted for more than sixty (60) days, the Design Review Committee, at its discretion, can withdraw approval and require the removal of the structure.

**7.8.2 Appeals.** All final decisions of the Design Review Committee are appealable to the Board. An Owner desiring to appeal a decision shall provide written notice to the Board within fifteen (15) days from the date of denial, stating the final decision rendered and the grounds for the appeal. If this written notice is not received within fifteen (15) days of the date of denial, the Owner will lose their right to appeal. Unless otherwise agreed to by the Board, a hearing for the appeal shall be scheduled at the next regularly scheduled meeting of the Board. Any decisions by the Board on appeal are final.

**7.9 Inspection and Compliance.** The Design Review Committee shall have the right, but not the obligation, to inspect any Lot and/or Improvement to ensure compliance with the Design Guidelines and the submittal application approved by the Design Review Committee. If a violation exists, the Design Review Committee shall provide written notice of non-compliance to the Owner describing the violation. The Owner shall have 14 days from the date of the written notice to cure or begin curing the violation. If no cure is undertaken, the Design Review Committee may: (i) withdraw approval previously given and issue a stop work order, whereupon the Owner will immediately stop work until the cure is made; (ii) issue fines; (iii) enter onto the Lot, without liability for trespass or nuisance, and use the security deposit to cure the violations, whereupon the

Owner will be required to replenish the security deposit prior to commencing further work; or (iv) refer the matter to the Board for further action.

**7.10 No Liability for Damages.** The Design Review Committee, its members, and professional advisors shall not be liable to any Person for an official act of the Design Review Committee, unless such part is guilty of willful misconduct. Approval of plans does not assure approval of such plans by the City or other governmental authority. Approval of plans does not certify that the plans meet code requirement. Inspection of the Improvements does not guarantee their safety, soundness, or compliance with code. The Design Review Committee, its members, professional advisors, agents, Declarant, and Association shall not be liable for any loss, liability, claim, or expense which may arise by reason of the Design Review Committee's approval or inspection. The Design Review Committee, its members, professional advisors, agents, Declarant, and Association shall not be liable for any defect in the approved plans or work done according to such plans. The Association shall defend the Design Review Committee in any action arising by reason of its decisions. However, the Association is not obligated to defend any Design Review Committee member adjudged to be liable for gross negligence or willful misconduct.

## **ARTICLE VIII CONSTRUCTION REGULATIONS**

**8.1 Portable Office or Trailer.** Any Owner, whose contractor desires a portable office or trailer on the Lot during construction, must first apply for and receive permission from the Design Review Committee. The Design Review Committee will work with the owner to determine the best location for the office or trailer. The office or trailer shall only be located in a location approved by the Design Review Committee. The office or trailer may not be installed prior to approval of construction and must be removed when either of the following occurs: (i) the City's issuance of a certificate of occupancy; (ii) termination, expiration, or cancellation of the building permit; or (iii) suspension of construction activity for a period of 60 days.

**8.2 Construction Area Appearance and Debris Removal.** The Lot must be maintained in reasonably organized and neat conditions during construction. Materials shall be kept in neat stacks and covered when not in use. No more material may be delivered to a Lot than can be reasonably utilized in a week's time; however, once the dwelling is enclosed, materials may be stored inside indefinitely. Owners and their contractors are responsible for keeping mud from the construction site on the Owner's Lot which may require cleaning truck tires before they leave the Lot. Trash must be collected at the end of each work day and deposited into a jobsite trash container. No trash may be burned or buried. Lightweight material must be weighed down to prevent it blowing out of the container. Jobsite dumpsters must be emptied regularly. Concrete trucks may not be cleaned out on any Lot or anywhere within the Project.

**8.3 Sanitary Facilities.** Owners are responsible to supply a portable toilet facility during construction of the dwelling and must be serviced regularly. The portable toilet must be located on the Lot at a location approved by the Design Review Committee. The portable toilet must be removed as soon as the dwelling's plumbing system is operational.

**8.4 Duration of Construction.** Owners shall proceed with reasonable speed once construction has commenced. All exterior surfaces of the building shall be substantially complete within 12 months from commencement. As soon as practical following completion of the construction of the dwelling, but in no event later than 12 months from the issuance of a occupancy permit, whichever first occurs, each homeowner is required to complete the full landscaping of the lot.

## **ARTICLE IX ENFORCEMENT**

**9.1 Compliance.** Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in the Declaration.

**9.2 Remedies.** The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents: (i) after 15 days notice, to enter a Lot and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance; (ii) levy fines pursuant to procedures adopted by the Board which procedures shall comply with the Community Association Act; (iii) suspend the voting right of the Owner; and (iv) bring a suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

9.3 **Action by Owner.** An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

9.4 **Hearings.** The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

## ARTICLE X ASSESSMENTS

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

10.2 **Annual Budget.** The Board shall prepare an annual budget for the Association. The annual budget shall provide for: (i) the maintenance, repair, and replacement of the Common Areas; and (ii) the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. An annual budget may be augmented or amended at any time as the Board sees fit.

10.3 **Reserve Account.** The Association shall establish a reserve account and conduct reserve studies as required by the Community Association Act.

10.4 **Regular Assessment.** The Association may assess and collect a regular assessment on an annual basis for all Lots in the Project. The dates and schedule of payments shall be determined by the Association. The Association shall provide a written notice of the regular assessment amount and payment schedule to all Owners at least 30 days in advance of the date the regular assessment will be due. Except for the initial notice of the regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect. In the event that the Owner has filed bankruptcy that is discharged, the annual assessment shall be prorated from the date filed through the end of the fiscal year.

10.4.1 **Reinvestment Fee Requirement.** The Association will collection a reinvestment fee in the amount of \$350 from each new buyer when a home sales for the purpose of operating contingencies as established by Association policy. Such amount shall be in addition to any prorate share of the assessment due at settlement.

10.5 **Special Assessment.** The Association may levy a special assessment for the cost of any capital improvement. The Association may levy a special assessment up to 50 percent of the annual budget without approval from the Owners. If the special assessment exceeds 50 percent of the annual budget, it must be approved by a majority of a quorum of Owners.

10.6 **Individual Assessment.** The Association shall have the power to levy individual assessments against particular Lot(s) for any expenses specifically attributable to those Lot(s). Individual assessments include, without limitation:

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

10.6.2 Fines, late fees, interest, collection costs (including attorney's fees);

10.6.3 Services provided to a specific Lot due to an Owner's failure to maintain, complete emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;

10.6.4 Design Review Committee fees;

10.6.5 Any charge described as an individual assessment by the Governing Documents; and

10.6.6 Maintenance or repair of Common Areas, Improvements and other property caused through the willful or negligent act of any Owner or any family members, guests, invitees or tenants of such Owner.

10.7 **Apportionment of Assessments.** Regular, special, and emergency assessments shall be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefited or affected.

10.8 **Nonpayment of Assessment.** Any assessment not paid within 30 days after the due date established by the Board will be considered late and subject to interest at 18 percent per annum on any delinquent balance and a late fee in an amount to be determined by the Board. Late fees may only be charged once per missed payment.

10.9 **Application of Partial Payments.** Partial 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.

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

10.11 **Suspension of Voting Rights.** If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

10.12 **Lien for Assessment.** All sums assessed to the Owner of any Lot within the Project, together with late fees, interest, and collection fees (including attorney's fees), shall be a lien on such Lot in favor of the Association. The Association shall prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such notice shall be recorded in the office of the Utah County Recorder as evidence of nonpayment.

10.13 **Enforcement of Lien.** Without waiving its right to personally pursue an Owner for unpaid assessments, any such recorded lien may be enforced by nonjudicial foreclosure or judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against his/her Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot.

## ARTICLE XI INSURANCE

11.1 **Types of Insurance Maintained by the Association.** To the extent reasonably available, the Association shall obtain and keep in full force and affect the following insurance coverage:

11.1.1 Property, fire, hazard, and casualty for all buildings, improvements, fixtures and equipment, and supplies constituting a part of the Common Areas;

11.1.2 Public liability for all of the Common Areas, public ways, and any other areas under the Association's supervision for at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage, bodily injury, or death;

11.1.3 Workers' compensation and employer's liability insurance whether or not there are any employees;

11.1.4 Directors, officers, and agents of the Association for at least \$1,000,000;

11.1.5 Fidelity bond or dishonest acts insurance in an amount which is greater than the Association's reserve funds plus three months' assessments on all Lots.

11.2 **Review of Insurance.** The Board shall review from time to time the coverage and policy limits of all insurance maintained by the Association. The Board may adopt insurance rules and policies to maintain the insurability of the Association, keep the premiums reasonable, and enforce responsibilities of the Owners. The Association shall use insurance companies licensed in Utah that are knowledgeable with community association insurance.

11.3 **Insurance Premium as Common Expense.** All premiums for the Association's insurance policies shall be a Common Expense.

11.4 **Insurance by Owner.** Each Owner is responsible for and shall obtain insurance, at his own expense, for his/her Lot, and all improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate.

11.5 **Payment of Deductible.** The deductible on a claim made against an Association policy shall be paid for by: (i) the party who would be liable for the loss, damage, claim or repair in the absence of insurance; or (ii) the Owner whose Lot the cause originates. If there are multiple responsible parties, the loss shall be allocated equally among the parties. If a loss is caused by an Act of God, nature, or risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Responsibility for and the amount of the deductible shall be determined by the Board. Owners found to be responsible for the deductible, shall be so in spite of inadequate personal insurance. If the Board finds an Owner to be responsible for the deductible, it shall be an Individual Assessment.

11.6 **Right to Adjust Claims.** The Association has the right and authority to adjust claims.

## ARTICLE XII DECLARANT'S SALES PROGRAM

12.1 **Declarant's Rights.** Declarant shall have the following rights in furtherance of any sales, promotions, or other activities designed to accomplish or facilitate the sale of all Lots within the Project: (i) the right to maintain one or more sales offices and one or more model homes with or without professional, licensed real estate agents. Such offices or models may be on one or more Lots within the Project for the purpose of aiding in sales efforts; (ii) the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, or similar devices at any or all places within the project; and (iii) the right to use the streets, trails, and other areas designated for use by the Owners with the Project to facilitate the sale of Lots.

## ARTICLE XII MORTGAGEE PROTECTION

13.1 **Mortgagee Protection.** No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgagee made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

13.2 **Priority of Liens.** No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on each respective Lot prior and superior to all other liens except (i) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (ii) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such Assessment or Assessments become due.

13.3 **Mortgage Holder Rights in Event of Foreclosure.** Any mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments by the Association and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer. Any unpaid Assessments shall be deemed to be Association Expenses collectible from all of the Lots in Catalina Bay Subdivision, including the Lot that has been acquired in accordance with the provisions of this Section.

13.4 **Amendment.** No provision of this Article shall be amended without the prior written consent of at least two-thirds of all first Mortgagees on the Lots within the Catalina Bay Subdivision as appear on the official records of the Utah County, Utah, as of the date of such amendment.

## ARTICLE XIV MISCELLANEOUS

14.1 **Amendment of Declaration.** A minimum of 67 percent of all the Owners of the Lots must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or

to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility.

14.2 **Termination of Declaration.** A minimum of 75 percent of all Owners must approve a termination of the Declaration.

14.3 **Votes.** The Association may collect votes without a meeting as outlined in the Bylaws.

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

14.5 **Taxes on Lots.** Each Owner will pay all taxes which may be assessed against his/her Lot.

14.6 **Covenants Run with the Land.** The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon all parties who hereafter acquire any interest in or occupy a Lot, their heirs, successors, assigns, grantees, devisees, personal representatives, guest, and invitees. Each Owner or Resident shall comply with the Governing Documents, and failure to comply shall be grounds for an action for damages or injunctive relief by the Association or another Owner.

14.7 **Severability.** Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

14.8 **Waiver.** No provision of this Declaration shall be waived or abrogated by reason of failure to enforce it.

14.9 **Liberal Interpretation.** The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the Project. Section headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

14.10 **Recitals and Exhibit Incorporated.** The Recitals set forth in this Declaration and the Exhibits attached to this Declaration are hereby incorporated herein.

14.11 **Conflicts.** If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with any of the recorded plats, the recorded plats shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of the date first above written.

Casey Development, LC (Declarant)

By: [Signature]  
Name & Title: Kevin Casey, Manager

STATE OF Utah )

: ss.

COUNTY OF Utah )

On this 10 day of November, personally appeared before me, Kevin Casey who being by me duly sworn, did say that he is the authorized agent Casey Development, LC (Declarant) and is authorized to execute this Declaration.

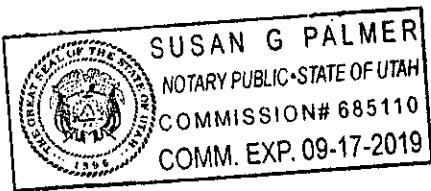
[Signature]  
NOTARY PUBLIC

Residing at:

My Commission Expires:

9-17-2019

mapleton, Utah



**Exhibit "A"**  
**(Legal Description of Catalina Bay Subdivision)**

**Catalina West Boundary:**

A parcel of land located in Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, located in Saratoga Springs, Utah County, Utah, being more particularly described as follows: Beginning at a point on the Easterly right of way of Redwood as shown on the Recorded Plat of Lake Mountain Estates Subdivision Plat B, located N89°45'55"W 879.82 feet along the Section line and North 1128.12 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian; and running thence along the Easterly right of way of Redwood Road the following nine (9) courses and distances (1) N25°56'08"W 32.68 feet; (2) thence N23°19'52"W 510.37 feet; (3) thence N23°51'57"W 228.11 feet; (4) thence N25°42'44"W 464.69 feet; (5) thence N26°20'10"W 285.99 feet; (6) thence N26°30'56"W 432.85 feet; (7) thence N25°18'29"W 229.79 feet; (8) thence N22°30'16"W 91.08 feet; (9) thence N20°57'25"W 211.02 feet to the beginning of a curve to the right, having a radius of 25.01 feet; thence along the arc of said curve a length of 48.55 feet, passing through a central angle of 111°14'02", chord bears N34°39'36"E 41.28 feet; thence S89°43'23"E 272.12 feet along the southerly right of way line of McGregor Drive; thence S26°04'37"E 684.49 feet; thence N62°02'24"E 439.87 feet to the Westerly right of way of McGregor Drive; thence along the Westerly right of way of McGregor Drive the following five (5) courses and distances, (1) S31°27'05"E 284.33 feet to the beginning of a curve to the right, having a radius of 472.14 feet; (2) thence along the arc of said curve a length of 73.04 feet, passing through a central angle of 8°51'49", chord bears S27°01'10"E 72.97 feet; (3) thence S22°35'15"E 827.36 feet to the beginning of a curve to the left, having a radius of 528.14 feet; (4) thence along the arc of said curve a length of 75.81 feet, passing through a central angle of 8°13'26", chord bears S26°41'58"E 75.74 feet; (5) thence S30°48'41"E 494.95 feet; thence along the Northerly Boundary of Harbor Bay Phase 5 Subdivision the following (5) courses and distances, (1) S64°34'23"W 110.92 feet; (2) thence S68°23'12"W 101.29 feet; (3) thence S66°08'03"W 421.94 feet; (4) N88°44'41"W 11.78 feet; (5) S66°08'03"W 154.04 feet to the point of beginning.

**Catalina East Boundary:**

A parcel of land located in Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian, located in Saratoga Springs, Utah County, Utah, being more particularly described as follows: Beginning at a point on the Easterly right of way of McGregor Drive located S89°45'55"E 402.06 feet along the Section line and North 687.87 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 East, Salt Lake Base and Meridian; and running along the Easterly right of way of McGregor Drive the following five (5) courses and distances, (1) thence N36°29'50"W 224.90 feet to the beginning of a curve to the right, having a radius of 469.85 feet; (2) thence along the arc of said curve a length of 46.74 feet, passing through a central angle of 5°41'59", chord bears N33°38'51"W 46.72 feet; (3) thence N30°48'41"W 1161.21 feet to the beginning of a curve to the right, having a radius of 472.14 feet; (4) thence along the arc of said curve a length of 67.77 feet, passing through a central angle of 8°13'26", chord bears N26°41'58"W 67.71 feet; (5) thence N22°35'15"W 98.62 feet to the beginning of a curve to the right, having a radius of 20.00 feet; thence along the arc of said curve a length of 29.50 feet, passing through a central angle of 84°31'30", chord bears N19°40'30"E 26.90 feet; thence N61°56'15"E 308.18 feet to the beginning of a curve to the right, having a radius of 971.99 feet; thence along the arc of said curve a length of 77.34 feet, passing through a central angle of 4°33'32", chord bears N64°13'01"E 77.32 feet, to the westerly boundary of Harbor Bay Phase 4 Subdivision; thence along the boundary of Harbor Bay Phase 4 Subdivision the following twelve (12) courses and distances, (1) S21°43'30"E 418.64 feet; (2) thence S29°52'17"E 110.40 feet; (3) thence S44°30'45"E 216.05 feet; (4) thence S52°07'15"E 57.74 feet; (5) thence S48°35'14"E 149.33 feet; (6) thence S29°30'14"E 383.48 feet; (7) thence S33°31'05"E 111.45 feet; (8) thence S15°12'19"E 57.78 feet; (9) thence S33°31'04"E 117.94 feet; (10) thence S64°30'21"W 348.41 feet; (11) thence S33°31'05"E 29.78 feet; (12) thence S61°01'43"W 90.87 feet to the point of beginning.



**EXHIBIT B**

**Bylaws of the Catalina Bay Homeowners Association, Inc.**

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**BY-LAWS  
OF  
CATALINA BAY HOMEOWNERS ASSOCIATION, INC.**

THESE BY-LAWS, for CATALINA BAY HOMEOWNERS ASSOCIATION, INC., a Utah corporation, are hereby promulgated as the official By-laws of said Association.

**ARTICLE I**

**DEFINITIONS**

The following terms used in these By-Laws shall be defined as follows:

**Articles:** The Articles of Incorporation of Catalina Bay Homeowners Association, Inc., a Utah corporation, including any amendments thereto duly adopted.

**Assessments:** Payments are required of Members of this Association as assessments as defined and required under the Declaration of Covenants, Conditions, and Restrictions hereafter defined covering Catalina Bay Subdivision.

**Association:** Catalina Bay Homeowners Association, Inc., a Utah corporation.

**Board:** The duly elected and qualified Board of Directors of Catalina Bay Homeowners Association, Inc.

**By-Laws:** These By-Laws of the Association including any amendments thereto duly adopted.

**Common Area:** All real property within Catalina Bay Subdivision which is subject to the Declaration of Covenants, Conditions, and Restrictions hereafter defined in which the Association owns an interest or controls and which is held or controlled for common use and enjoyment of all of its Members, including any improvements thereon. Unless a different meaning is necessarily implicit in the use of the term "Common Area", it shall also include any other area or improvements in or outside of Catalina Bay Subdivision which, pursuant to the provisions of the Declaration of Covenants, Conditions, and Restrictions, are either required or permitted to be maintained by the Association.

**Catalina Bay Subdivision:** That certain residential subdivision in Utah County, Utah, which is subdivided, platted, and improved under the name of "Catalina Bay Subdivision", including any additional real property annexed as a part thereof. A reference herein to "Subdivision" shall

mean Catalina Bay Subdivision which is subject to the Declaration of Covenants, Conditions, and Restrictions.

Catalina Bay Homeowners Association, Inc.: The Utah corporation organized by the Grantors and comprised of Members and existing for the purpose of providing self-government for Catalina Bay Subdivision which is subject to the Declaration of Covenants, Conditions, and Restrictions.

Lot: A portion of Catalina Bay Subdivision which is subject to the Declaration of Covenants, Conditions, and Restrictions hereafter defined, which is a legally described tract or parcel of real property within Catalina Bay Subdivision and subject to Assessment by the Association, and the Owner of which is a Member of the Association.

Member: Any person(s) who is an Owner of a Lot within Catalina Bay Subdivision which is subject to Assessment by the Association.

Owner: A person or persons or other legal entity or entities, including the Grantors, holding fee simple title to any Lot in Catalina Bay Subdivision, which Lot is subject to Assessments by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any holder of a Mortgage or beneficiary under a Deed of Trust or other security holder in actual possession of any Lot as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

## ARTICLE II

### MEETING OF MEMBERS

Section 2.01. Place of Meeting: The Board of Directors may designate any place, either within the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

Section 2.02. Annual Meeting: The annual meeting of the Membership for the election of directors and for the transaction of such other business as may properly come before the meeting which shall be held each year in May.

Section 2.03. Waiver: Notice of all meetings of Membership shall be given to all Members entitled to vote at such meeting in the manner provided herein, but such notice may be waived either before or after the holding of a meeting.

Section 2.04. Notice of Annual Meeting: At least ten (10) days prior to the date of an annual meeting, written notice stating the place, day, and hour of the meeting shall either personally, by mail or email, by or at the direction of the President or the Secretary or the officer

or other persons calling the meeting, to each Member who, fifteen (15) days prior to the date of said annual meeting appears of record in the books of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his/her address as it appears on the membership books of the Association or to such other last known address of which the Association may have notice, with postage thereon .

Section 2.05. Deferred Annual Meeting: If for any reason the annual meeting of the Members be not held as herein provided, such annual meeting shall be called by the President, or by the Board, as soon as it is convenient. In the event the Board fails to call the annual meeting, any Member may make a demand in writing by registered mail addressed to an officer of the Association that such meeting be held within a reasonable time. If the annual meeting is not called within sixty (60) days following such written demand, any Member may compel the holding of such annual meeting by legal action directed against the Board as provided by law.

Section 2.06. Special Meetings: Special meetings of the Membership, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, by the Board of Directors or by the Members holding not less than ten percent (10%) of the votes entitled to be cast at such meeting.

Section 2.07. Notice of Meeting: Written notice stating the place, day, and hour of a meeting of Members and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than ninety (90) days before the date of the meeting, either personally, by email, or by mail, by or at the direction of the President or the Secretary or the officer or other persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to the Member at his/her address as it appears on the membership books of the Corporation or to such other last known address of which the Corporation may have notice, with postage thereon.

Section 2.08. Quorum: Those Members entitled to vote who are present in person or by proxy shall constitute a quorum at any annual or special meeting of Membership.

Section 2.09. Members Entitled to Vote: The Members entitled to receive notice of and to vote at any meeting of the Members shall be determined from the Association's records at the time notice is mailed but not earlier than ten (10) days prior to the last day notice may properly be mailed.

Section 2.10. Temporary Adjournment: An annual or special meeting of the Members may adjourn from time to time without new notice being given until the business is completed; and such meeting may adjourn from time to time, without further notice. The fact of and reason for such adjournment shall be recorded in the minutes of proceedings of the meeting.

Section 2.11. Voting Record: The officer or agent having charge of the membership books of the Association shall make a complete record of the Members entitled to vote at each meeting of Members. Such records shall be produced and kept open at the time and place of

the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 2.12. Officers of a Meeting of Members: The presiding officer at a meeting of the Members shall be the President of the Association, or in his/her absence the Vice-President, or in the absence of both the President and the Vice-President, a chairman elected by the Members present at the meeting. The Secretary of the Association, or in his/her absence, any person appointed by the presiding officer of the meeting, shall act as Secretary of a meeting of Members.

Section 2.13. Voting Rights: Each Member of the Association holding a membership shall be entitled to one (1) vote in person or by proxy for each Lot owned by said Member. Each Member of the Association holding undeveloped land shall be entitled to one (1) vote per acre.

Section 2.14. Voting by Certain Members:

- a) A membership standing in the name of another corporation may be voted by such officer, agent or proxy as the By-Laws of such corporation may prescribe or, in the absence of such provision, as the Board of Directors of such other corporation may determine.
- b) A membership held by an administrator, executor, guardian, or conservator may be voted by such person, either in person or by proxy, without a transfer of the membership into the name of said person.
- c) A membership standing in the name of a trustee may be voted by said trustee, either in person or by proxy.
- d) A membership in the name of a receiver may be voted by such receiver, and a membership held by or under control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so be contained in the appropriate order of the court by which such receiver was appointed.
- e) A Member whose membership is pledged shall be entitled to vote such membership until the membership has been transferred into the name of the pledge and thereafter the pledge shall be entitled to vote the membership so transferred.

Section 2.15. Official Catalina Bay Proxies:

- a) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at the meeting of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board of Directors.
- b) Only Official Catalina Bay Homeowners Association proxies will be considered valid. Valid proxies shall be signed and dated. Proxies shall not be valid if received by the Association after a date and time to be set by resolution of the Board of Directors. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy.

- c) Official Catalina Bay Homeowners Association proxies must state that they are revocable.
- d) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Board of Directors if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.14.
- e) Every proxy shall automatically cease upon the sale of the Lot.

**Section 2.16. Action Without a Meeting:** Any action which, under provisions of the Articles of Incorporation or these By-Laws may be taken at a meeting of the Members and may be taken without a meeting if authorized by a written instrument signed by all of the Members who would be entitled to notice of a meeting for such purposes. Whenever a certificate in respect to any such action is required by law to be filed in the office of the Utah County Recorder or in the office of the Secretary of State of Utah, the officer signing the same shall therein state that the action was authorized in the manner aforesaid.

**Section 2.17. Action by Written Ballot in Lieu of a Meeting:**

- a) **Action by Written Ballot:** At the discretion of the Board of Directors, any action, except election or removal of directors, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than twenty (20) days prior to the date on which the ballots must be received by the Association in order to be counted.
- b) **Form and Effect of Ballot:**
  - i. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.
  - ii. A written ballot may not be revoked.
- c) **Information Required in Ballot Solicitations:** All solicitations for votes by written ballot must:
  - i. State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.
  - ii. Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) of this section:
    - 1) The date on which the Association has received a sufficient number of approving ballots to pass the proposal;
    - 2) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage;
 or

- 3) A date certain on which all ballots must be returned to be counted.
- d) Secrecy Procedures: The Board of Directors may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by:
- i. A secrecy envelope;
  - ii. A return identification envelope to be signed by the owner; and
  - iii. Instructions for marking and returning the ballot.
- e) Determination of Vote: The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board of Directors within forty eight (48) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:
- i. If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.
  - ii. If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for the return of ballots has passed and such required percentage has not been met.
  - iii. Except as provided in Subsection (e) iv. of this section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.
  - iv. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

Section 2.18. Absentee Ballots: Members entitled to vote may vote by absentee ballot. For all matters that require a vote of the membership, the Board shall distribute "absentee ballots" to those who have specifically requested such a ballot. In addition, the Board may distribute absentee ballots to all members for any matter to be voted upon. The absentee ballot shall be the same ballot used by those who vote in person at a regular or special meeting, except for statements that the ballot being used is an absentee ballot. Absentee ballots may be received up until the time any such meeting begins. A member may not vote in person at a meeting if they have already submitted an absentee ballot.

Section 2.19. Order of Business: At all meeting of Members, the following order of business shall be observed, so far as consistent with the purposes of the meeting:

- a) Calling the roll to determine the Members represented at the meeting.
- b) Reading of notice and proof of call of meeting (or unanimous waiver thereof.)
- c) Unfinished business.
- d) New business.
- e) Election of directors.
- f) Miscellaneous.

Section 2.20. Elections; Voting: At each election for the persons to serve on the Board of Directors of the Association, every Member in good standing entitled to vote at such election shall have the right to one vote on each matter or issue, in person or by proxy, for each vote to which such Member is entitled. Cumulative voting is not allowed. For the purpose of electing directors, the majority of the total of all votes shall be required to elect a person.

Section 2.21. Records: Records of the proceedings of meeting of Members shall be kept at the registered office of the Association. The Board of Directors may adopt a document retention policy, consistent with Utah law, regarding the duration the Association shall keep care and custody of the Association records.

Section 2.22. Elections and Nominations: A "Candidate Nomination Deadline" for prospective Board of Director members is hereby imposed. The Candidate, Nomination Deadline for a homeowner in good standing to fill a scheduled upcoming vacant position on the Board of Directors, shall be implemented as follows: The candidate (who is in good standing) shall submit their name for candidacy or be nominated for candidacy by another homeowner in good standing to the Association by a date, time and place to be set by resolution of the Board of Directors. Homeowners' names submitted after the date and time set by resolution of the Board of Directors shall not be eligible for election for vacant position on the Board of Directors.

## ARTICLE III

### BOARD OF DIRECTORS

Section 3.01. Number of Directors: The business of the Association shall be managed by a Board of Directors comprised of at least three (3) but no more than five (5) persons, all of whom shall be required to be a Member of the Association.

Section 3.02. Elections-Term of Office: Each director so elected shall hold office for the term elected and until his/her successor is elected and qualified. Election to the Board of Directors shall be by secret written ballot. At such election each Member, or his proxy, may cast one vote for each vacancy to which he is entitled. Cumulative voting is not allowed. The person(s) receiving the largest number of votes shall be elected.

Section 3.03. Nominations: Nominations for election to the Board of Directors may be made by a Nominating Committee, if so determined by the Board. Nominations shall be made only according to the procedures determined by the Board from time to time. The Nomination



Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the date of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall, in its discretion determine but not less than the number of vacancies that are to be filled. Such Nominations shall be made from among the Members.

Section 3.04. Vacancies: Vacancies in the Board of Directors shall be deemed to exist upon the death, resignation or removal from office of a director, or if the Members increase the number of directors and fail to elect the full number of authorized directors or if candidates cannot be found which are willing to stand for election.

Vacancies in the Board of Directors shall be appointed by the remaining directors, and such director shall hold office until his/her successor is elected and qualified.

Section 3.05. Meetings:

- a) Regular meetings of the Board of Directors may be held monthly, without notice, at the time and place as shall be designated by resolution of that Board or by written consent of a majority of the members of the Board.
- b) Within 30 days following each annual meeting of Members of the Association, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers and the transaction of each other business as may properly come before the meeting. No formal notice of such meeting need be given.
- c) Special meetings of the Board of Directors of the Association may be called for any purpose at any time by the President or by the Vice-President or by any two directors.
- d) Notice of any special meeting shall be given at least three (3) days prior to the time set for such meeting by notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. Any director may waiver notice of any meeting. The attendance of a director to a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of the business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Notice of the time and place of holding an adjourned meeting of the Board of Directors need not be given to absent directors if the time and place be fixed at the meeting adjourned.
- e) Meetings or portions of meetings, of the Board held in executive session shall not be open to Members, the general public, or any other person, except by Board invitation. Minutes recorded in executive sessions shall be for the exclusive use of the Board and are not to be made available for Members, the general public, or any other person, except as determined by the Board.

Section 3.06. Quorum: A majority of the duly elected and qualified Directors comprising the Board of Directors as fixed by the By-Laws shall be necessary to constitute a quorum at all meetings of the Board of Directors for the transaction of business, except to adjourn as hereinafter provided, and the actions and decisions of a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act or acts of the Board of Directors. Provided, however, that if all of the directors shall approve the minutes or other records of the meeting, such meeting shall be legal regardless of the manner in which it was called, or the number of directors present. A member of the Board of Directors may give their proxy vote to another member of the Board of Directors should they not be able to attend a meeting for any purpose, including the establishment of a quorum of the Board.

Section 3.07. Action Without Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by a quorum of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 3.08. Adjournment: A quorum of the directors may adjourn any director's meeting to meet again at a stated day and hour, provided that in the absence of a quorum, a majority of the directors present at the meeting, either general or special, may adjourn from time to time until a quorum shall be present and prior to the time fixed for the next regular meeting of the Board of Directors.

Section 3.09. Compensation: Directors shall not receive any stated salary for their services as directors but, by resolution of the Board, the expenses incurred in the performance of their duties may be allowed. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefore.

Section 3.10. Removal: A member of the Board of Directors or the entire Board of Directors may be removed, with or without cause, by a vote of a majority of the Members then entitled to vote at any election of directors. If less than the entire Board is to be removed, no one of the directors may be removed if the votes cast against his/her removal would be sufficient to elect him/her or then cumulatively voted at an election of the entire Board of Directors. The removal of a director, or the entire Board of Directors, in the manner prescribed in this Section may occur at any special meeting of the Members called for that purpose.

Section 3.11. Presumption of Assent: A director of the Association who is present at a meeting of the Board of Directors at which action on any Association matters is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless such director shall file written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right of dissent shall not apply to a director who voted in favor of such action.

Section 3.12. Powers: The property, business and affairs of the Association shall be controlled and managed by a Board of Directors and it shall have all lawful powers necessary or convenient to carry out the same unless prohibited by law, the Articles of Incorporation, these By-Laws or the Declaration of Covenants, Conditions, and Restrictions.

## ARTICLE IV

### OFFICERS

Section 4.01. Authorized Officers: The officers of the Association shall be a President, a Secretary and a Treasurer, which shall be elected by the Board of Directors as provided in Section 4.03 of this Article. At its discretion, the Board of Directors may elect one or more Vice-Presidents, a general manager and such other officers and agents as may be necessary for the business of the Association and specify the duties, authorities and compensation of each.

Section 4.02. Combining Offices: Any two (2) or more of the offices may be combined in one person except President and Secretary; and any officer of the Association may also be manager.

Section 4.03. Election of Officers: The officers of the Association, except those appointed in accordance with Section 4.04 of this Article, shall be chosen by the Board of Directors annually at their meeting following the annual meeting of the Members as provided in Section 2.02 of Article II, hereof. Each officer shall hold office, until such officers' successor shall have been duly elected and shall have qualified or until such time as his/her death or until he/she shall resign or shall have been removed in the manner provided in Section 4.05 of this Article.

Section 4.04. Filling Vacancies: A vacancy in any office from whatever cause may be filled at any regular or special meeting of the Board of Directors for the unexpired portion of the term.

Section 4.5. Removal: Any officer or agent of the Association may be removed by action of the Board of Directors at any meeting thereof by a majority vote of the directors in office.

Section 4.06. Resignation: The resignation of any officer or agent of the Association shall become effective by written notice to the Board of Directors, President or Secretary at the time therein specified, without acceptance by the Board of Directors.

#### Section 4.07. Powers and Duties of Officers:

- a) President. The President (i) shall be the chief officer of the Association generally supervising the performance of all business policies adopted and approved by the Board of Directors; (ii) shall be the general managing officer of the operations of the Association; (iii) shall preside at all meetings of Members and the Board of

Directors; (iv) shall be responsible for long-term planning of financial policies and programs of the Board of Directors; (v) shall have authority to employ, designate duties and supervise the activities of all employees of the Association and shall have ultimate authority to discharge any employee of the Association; (vi) may sign, with attestation by the Secretary, certificates of membership in the Association and with or without attestation any deeds, mortgages, bonds, notes, contracts or other instruments which the Board of Directors has authorized to be executed. The President shall perform those duties and have and exercise that authority and responsibility customarily incident to the office of president of a corporation of the nature of this one and, furthermore, shall perform those special duties and functions delegated to the President by the Board of Directors.

- b) Vice-President. In absence of the President or in the event of the President's death, inability or refusal to act, the Vice-president (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and when so acting shall have all the powers of and be subject to all restrictions upon the President. The Vice-president shall be directly responsible to the President and shall have such authority and perform such duties as shall be assigned to him/her by the President or by the Board of Directors.
- c) Secretary: The Secretary shall: (i) keep the minutes of the proceedings of the Members and of the Board of Directors in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (iii) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal is authorized and directed by the Board of Directors; (iv) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; (v) sign with the President, or Vice-President, certificates of membership in the Association, the issuance of which shall have been authorized by the Board of Directors; (vi) have general charge of the membership book of the Association; and (vii) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. In the event a vacancy exists in the office of Vice-President, the Secretary shall have the power and duties specified in Section 4.07(b) of this Article IV.
- d) Treasurer: The Treasurer shall (i) keep full and accurate account of the receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association at such banks and depositories as may be designated by the Board, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board; (ii) disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for which disbursements and shall render to the President and directors at the regular meetings of the Board and, whenever they may require, accounts of all transactions as Treasurer and of the financial condition of the Association; and (iii) perform the duties usually incident to the office of Treasurer and such other duties as may be prescribed by the Board of Directors or by the President and those duties set forth in the Declaration of Covenants, Conditions and Restrictions.

- e) Assistant Secretary-Assistant Treasurer: If and when elected, the Assistant Secretary or the Assistant Treasurer shall perform such duties and have such authority as prescribed by the President.

Section 4.08. Bonds: The Board of Directors may, by resolution, require any or all of the officers of the Association to give a bond with sufficient surety, conditioned for the faithful performance of the duties of their respective offices.

Section 4.09. Salaries: The salaries, if any, of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he/she is also a director for the Association.

## ARTICLE V

### COMMITTEES

After the right of the Grantors to do so shall expire, the Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration of Covenants, Conditions and Restrictions, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE VI

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 6.01. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific incidents.

Section 6.02. Loans: No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authority may be general and confined to specific instances.

Section 6.03. Checks, Drafts, Etc.: All checks, drafts, and other order for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, employee or employees, agent or agents of the Association and in such manner as shall from time to time be determined by a resolution of the Board of Directors.

Section 6.04. Deposits: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies and other depositories as the Board of Directors may select.

## ARTICLE VII

### ASSESSMENTS

The Association shall have the right to assess, levy and collect Assessments as provided in the Declaration of Covenants, Conditions and Restrictions, which assessments may be enforced as provided in the said Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VII

### AMENDMENTS

Section 8.01. Board of Directors: These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors.

Section 8.02. Conflict: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration of Covenants, Conditions and Restrictions shall control.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.01. Ownership Interest: Except as may be specifically provided to the contrary in the Articles of Incorporation, every Member shall have the same rights and interest in the Association and in the real and personal property owned by the Association and no Member can have or acquire a greater interest therein than any other Member.

Section 9.02. Suspension of Rights: The rights of a Member may be suspended or withdrawn as more particularly provided in the Declaration of Covenants, Conditions and Restrictions. The loss of such rights shall not relieve the Member from the Member's obligation to pay any of the Assessments properly levied by the Board. Restoration of full rights of membership must meet the conditions prescribed by the Board which may include payment of all amounts due the Association, execution and delivery of covenants and/or other security that future violations will not occur and any other terms and conditions reasonably imposed by the Board.

Section 9.03. Taxation of Real Property: The Association and the Owners shall make every effort to have each Lot subject to its own individual real property tax and the real property

taxes relating to the Common Areas owned and under the control of the Association shall be assessed against said property and shall be the sole responsibility of the Association.

Section 9.04. Contracts: The Association shall have the power to enter into any contracts and incur indebtedness on behalf of the Association, but shall be specifically limited by the limitations, if any contained in the Articles of Incorporation, these By-Laws, and Declaration of Covenants, Conditions and Restrictions.

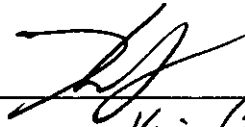
Section 9.05. Rules, Regulations, and Standards: The Board shall have the power to promulgate rules, regulations and standards for its own government, to aid and assist the Board and its committees in the carrying out of duties and to set standards of design, construction, maintenance, etc., the rules of conduct of Owners and occupants and Members of the Association. Reasonable fines may also be levied to help ensure compliance with the Declaration of Covenants, Conditions and Restrictions, these By-Laws, rules and the policies of the Association.

Section 9.06. Inspection of Records: The Association shall keep at its registered office records of proceedings of the Members and of the Board of Directors, a record giving the names of the Members and showing their respective last known addresses and the date on which they acquired membership and a set of the By-Laws of the Association. The Association shall make available to the owners the books and financial statements of the Association. The term "available" as used within this paragraph shall mean available for reasonable inspection upon requested normal office hours and under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection available.

[Signature page follows]

IN WITNESS WHEREOF, Catalina Bay Homeowners Association, Inc., has executed these By-Laws on this 10 day of ~~October~~ November, 2016.

Catalina Bay Homeowners Association, Inc.



By: \_\_\_\_\_  
Its: President Kevin Casey

STATE OF UTAH            }  
                                      :SS  
COUNTY OF UTAH        }

On this 10 day of November, 2016, personally appeared before me, Kevin Casey, who being by me duly sworn did say that he is the President of Catalina Bay Homeowners Association, Inc. and is authorized to execute the herein instrument.

Susan G Palmer  
Notary Public

My commission Expires: 9-17-2019  
Residing at: Mapleton, Utah

