

8579689  
03/25/2003 09:42 AM 215.00  
Book - 8761 Pg - 7801-7889  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R. BLAKESLEY  
2595 E 3300 S 3RD FLOOR  
SLC UT 84109  
BY: ZJN, DEPUTY - WI 89 P.

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND BY-LAWS  
OF WHITE PINES TOWNHOMES P.U.D. PHASES III & IV**

THIS Amended and Restated Declaration of Covenants, Conditions and Restrictions, and By-Laws of White Pines Townhomes P.U.D. Phases III and IV is made and executed by the White Pines Townhomes P.U.D. Homeowners Association Phases III and IV, a non-profit Utah Corporation (herein after referred to as the "Declarant").

**RECITALS:**

- A. This Amended and Restated Declaration of Covenants, Conditions and Restrictions, and By-Laws of White Pines Townhomes P.U.D. Phases III and IV affects that certain real property located in Salt Lake County, Utah, described with particularity in Article II below (hereinafter referred to as the "Tract").
- B. The Amended Declaration of Covenants, Conditions and Restrictions for White Pines Townhomes P.U.D. Phases III & IV was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 2nd day of November, 1999 as Entry No. 7503732 in Book 8320 at Page 3620 of the Official Records (the "Original Declaration").
- C. The Declarant is an association of all of the Lot Owners of the Project acting as a group in accordance with the Declaration.
- D. The Declarant is acting as the agent of the Lot Owners.
- E. All of the voting requirements to amend the Original Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration for the benefit of all of the Lot Owners:

**I. DEFINITIONS**

When using this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated unless the context clearly requires otherwise.

- 1. Additional Charges shall mean and refer cumulatively to all collections and

8579689

BK8761PG7801

administrative costs, including but not limited to all attorney's fees, late charges, service fees, filing and recording fees, accruing interest, fines, and expenditures actually incurred or assessed by the Association.

2. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the WHITE PINES TOWNHOMES P.U.D. PHASES III & IV HOMEOWNERS' ASSOCIATION on file or with the Utah Department of Commerce.

3. Assessment shall mean and refer to the fees, dues and amounts assessed each Lot Owner to pay for the common expenses incurred in the operation, management, maintenance, repair, replacement, control, and regulation of the Project.

4. Association shall mean and refer to the association of Lot Owners at WHITE PINES TOWNHOMES P.U.D. PHASES III & IV.

5. Building shall mean and refer to any of the structures constructed in the Project.

6. Business and trade shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form or consideration, regardless of whether such activity is engaged in full- or part-time; such activity is intended to or does generate a profit; or license is required, therefore.

7. By-Laws shall mean and refer to the By-Laws of the Association.

8. Capital Improvement shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

9. Committee shall mean and refer to the Management Committee.

10. Common Areas shall mean and refer to all real property in or adjacent to the Project in which the Association or its Members have a right of use or owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:

a) The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, including the individual Lots; and

b) All Common Areas and Facilities designed as such in the Plat Map or Maps.

c) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Lots; and

d) The Project's outdoor grounds, landscaping, street lighting, perimeter and preservation fences, sidewalks, parking spaces and roadways; and

(e) All portions of the Project not specifically included within the individual Lots; and

f) All other parts of the Projects normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

11. Common Expenses shall mean and refer to the actual and estimated expenses of operating, managing, maintaining, repairing, replacing, controlling, and regulating the Project, or any portion thereof, including any reasonable reserve.

12. Community shall mean and refer to the Project.

13. Community Standards shall mean and refer to the standard conduct, maintenance, or other activity generally prevailing in the Community as determined by the Management Committee from time to time.

14. Declaration shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of WHITE PINES TOWNHOMES P.U.D. PHASES III & IV.

15. Declarant shall mean and refer to THE WHITE PINES TOWNHOMES P.U.D. PHASES III & IV HOMEOWNERS ASSOCIATION or its successors and assigns.

16. Dwelling Unit or Units shall mean and refer to the living unit, single-family home or residential structure constructed upon a Lot.

17. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

18. Eligible Mortgagees shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

19. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote."

20. Family shall mean and refer to one of the following: (1) a single person living alone; or (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, such as a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent or great-grandchild, and an additional person as domestic help or a caretaker; or (3) a group of not more than three unrelated persons who live together, cook together, and maintain a common household and single housekeeping unit, to be distinguished from a group occupying a boarding house, lodging house, club, fraternity, or hotel.

21. Guest shall mean and refer to a temporary visitor, invitee or person whose presence within the Project is approved by or is at the request of a particular resident.

22. Improvement shall mean and refer to a physical improvement to the raw ground.

23. Land shall mean and refer to all of the real property subject to this Declaration.

24. Lot shall mean and refer to a portion of the Property, other than the Common Areas, intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plat Map filed with this Declaration or amendments thereto. Where the context indicates or requires, the term Lot includes any Dwelling Unit, physical structure, or improvement constructed on the Lot.

25. Lot Number shall mean and refer to the number, letter or combination thereof designating a particular Lot.

26. Lot Owner shall mean and refer to the person who is the reputed owner or owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in a Lot. The term Lot Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure of any arrangement or proceeding in lieu thereof.

27. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

28. Management Committee shall mean and refer to those Lot Owners duly elected and qualified to manage, operate and regulate the Association.

29. Manager shall mean and refer to a person or entity appointed or hired to manage and operate the Project.

30. Map shall mean and refer to the Plat Map(s) or Final Map(s) on file in the office of the County Recorder of Salt Lake County, Utah.

31. Member shall mean and refer to the owner of a Lot, who is obligated by virtue of such ownership, to be a shareholder in the Association.

32. Mortgage shall mean and refer exclusively to either a first mortgage or a first deed of trust on any Lot, but shall not mean or refer to the Seller under an executory contract of sale.

33. Mortgagee shall mean and refer exclusively to a Mortgagee under either a first mortgage or a beneficiary under a first deed of trust on any Lot, but shall not mean or refer to the Seller under an executory contract of Sale.

34. Notice and Hearing shall mean and refer to the procedure which gives an Owner or resident due process.

35. Owner shall mean and refer to the Lot Owner.

36. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

37. Plat Map shall mean and refer to the Plat Map(s) or Final Map(s) of WHITE PINES TOWNHOMES P.U.D. PHASES III & IV on file in the Office of the County Recorder of Salt Lake County, Utah, as they may be amended from time to time. The Plat Map will show the location of the Lots and Common Areas.

38. Project shall mean and refer to the WHITE PINES TOWNHOMES P.U.D. PHASES III & IV.

39. Project Documents shall mean the Declarations, By-Laws, Rules and Regulations, and the Articles of Incorporation.

40. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.

41. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf car, mobile home or trailer (either with or without wheels), camper trailer, boat or other water craft, boat trailer, or any other recreational, oversized, or commercial transportation device of any kind.

42. Repair shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration

resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

43. Single-Family Home or Residence shall mean and refer to both the architectural style of a Dwelling Unit and the nature of the residential use permitted.

44. Unit shall mean and refer to a Dwelling Unit.

## **II. SUBMISSION**

The Land, described with particularity on Exhibit "A", attached hereto and incorporated herein by reference, located in Salt Lake Count, Utah, is hereby submitted to the terms, covenants and conditions of this Declaration, and is hereby made subject to, and shall be governed and regulated by, this Declaration. In addition, the Land is SUBJECT TO the described easements and rights-of-way, TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record and rights incident thereto; all instruments of record which affect above-described Tract of any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and right-of-way; all easements and right-of-way of record; any easements; right-of-way, encroachments, or discrepancies shown on or revealed by the Plat Maps or otherwise existing; an easement for each and every Common Area improvement, equipment, pipes, lines, cable, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of and replacement of all such Common Area improvements, equipment; pipes, lines, cable, wires, utility systems, and similar facilities.

## **III. COVENANTS, CONDITIONS AND RESTRICTIONS**

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

1. Phase III Description of Improvements. The significant improvements in the Project include, twelve (12) lots; Dwelling Units constructed with concrete footing and foundations, wooden siding, stucco and/or cobblestone rock exteriors, and composite asphalt shingles on the roof; and Common Areas consisting of landscaping, roadways, a common utility system, as well as an entrance to and an exit from the Community. The Project will also contain other improvements of a less significant nature. All Dwelling Units and residential structures

must be of a like kind, color and quality (at the sole discretion of the Declarant or its successor in interest). Ramblers shall contain a minimum of 1,400 square feet of finished area on the main floor. Townhomes shall contain a minimum of 519 square feet of finished area on the main floor.

2. Phase IV. Description of Improvements. The significant improvements in the Project include, eighteen (18) lots; Dwelling Units constructed with concrete footing and foundations, wooden siding, stucco and/or cobblestone rock exteriors, and composite asphalt shingles on the roof; and Common Areas consisting of landscaping, roadways, a common utility system, as well as an entrance to and an exit from the Community. The Project will also contain other improvements of a less significant nature. All Dwelling Units and residential structures must be of a like kind, color and quality (at the sole discretion of the Declarant or its successor in interest). Ramblers shall contain a minimum of 1,400 square feet of finished area on the main floor. Townhomes shall contain a minimum of 519 square feet of finished area on the main floor.

3. Description and Legal Status of the Property. The Lots are individually owned and the Common Areas are owned by the Association.

4. Membership in the Association Membership in the Association is appurtenant to the ownership of a Lot and may not be partitioned or separated there from.

5. Conveyancing. Any deed, lease, mortgage, deed or trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows: All of Lot No. \_\_\_\_\_ contained within the WHITE PINES TOWNHOMES P.U.D. PHASE III (or IV as the case may be) as the same is identified in the Record of Plat Map recorded in Salt Lake County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ (as said Declaration may have heretofore been amended or supplemented), and in the Declaration of Covenants, Conditions and Restrictions of the WHITE PINES TOWNHOMES P.U.D. PHASE III (or IV as the case may be) together with a undivided percentage of ownership interest in the Association. Regardless of whether or not the description employed in any such instrument in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires and interest in a Lot. Neither the membership in the Association, nor the right of nonexclusive use of the Common Area shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Lot to which they relate.

6. Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of his Lot and to membership in the Association as set forth herein, subject, however to the following:

- a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of his Lot. There shall be no requirements concerning who may own a Lot, it being intended that

they may and shall be owned as any other property rights by persons. This is a residential Community and as such the Lots shall be used only for residential purposes, except as set forth below. The Common Areas shall only be used in a manner consistent with the residential nature of the Project.

b) Title to the Common Areas. The Common Areas described with particularity on Exhibit "A", which is attached thereto and incorporated herein by reference, shall be owned by the Association. The Members shall have the right to use all of the Common areas, whether located in PHASE III or PHASE IV, subject to the payment of the appropriate maintenance expense pursuant to the terms of this Declaration.

c) Mandatory Association. Each purchaser of a Lot shall automatically become a member of the Association upon the receipt of a deed or other document of conveyance to a Lot.

d) Member's Easements and Rights-of-Way. Every Member of the Association shall, as an Owner, have the right and nonexclusive easement to use and enjoy the Common Areas. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

- (1) The right of the Association to reasonably limit the number of guests and residents.
- (2) The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities or related purpose.

e) Rules and Regulations. The Management Committee shall have the power and authority to adopt, amend or repeal administrative rules and regulations from time to time.

f) Restrictions and Limitations of Use. The use of the Lots, of whatever kind, is subject to the following guidelines, limitations and restrictions:

- (1) Parties Bound. The Project Documents shall be binding upon all Owners, residents and their family members, guests and invitees.
- (2) Nuisance. It shall be the responsibility of each Owner and resident to prevent the creation or maintenance of a nuisance in, on or about the Project. A "nuisance" includes but is not limited to:

- a. The development of any unclean, unhealthful, unsightly or



unkempt condition in, on or about the Common Areas;

b. The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that would be noxious to the senses;

c. The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that disturbs the peace, quiet, safety, comfort or serenity of the other residents of the Project. (Note: City provided trash containers are exempted.);

d. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or Common Area;

e. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or disturbance to any other residents, their guests or invitees, particularly if law enforcement agencies are required to restore order;

f. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixture or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;

g. Allowing or creating an unreasonable amount of noise or traffic in, on or about the Project especially between 10:00 p.m. and 7:00 a.m.

h. Loitering; and

i. A violation of U.C.A., Section 78-38-9 (1999), which prohibits party houses, gambling, drugs, prostitution and related items.

(3) Unsightly Work, Hobbies or Unkempt Conditions. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

(4) Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste,

dust, debris and garbage shall be stored in acceptable containers, regularly removed from the Lot, and shall not be allowed to accumulate thereon.

(5) Subdivision of a Lot. No Lot shall be subdivided nor partitioned.

(6) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting of graffiti within the Project is prohibited. The term "firearms" includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sing shots, wrist-rockets, blow-dart instruments, and other firearms of all types, regardless of size.

(7) Temporary Structures. No temporary structures including but not limited to tents, trailers or sheds may be placed upon any part of the Project without written consent of the Committee.

(8) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree, or monument, real or artificial, shall be planted or placed by any Owner or resident in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation thereof.

(9) Swamp Coolers or Evaporative Coolers. No Owner shall place upon any part of the Project, Lot or Common Areas any swamp cooler or evaporative cooler.

(10) Plants . No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon the Project.

(11) Clothes Drying. No exterior clotheslines or clothes drying is allowed in the Project.

(12) Exterior Alteration. No alterations to the exterior of any building, fence, railings or walls situated in the Project may be made without prior written consent of the Committee.

(13) Signs. No sign shall be erected or displayed on the Common Areas or on any Lot without the written consent of the Committee. Notwithstanding the foregoing, a single sign no larger than 2 x 3 feet may be displayed in a window with no approval required.

(14) Solar Equipment. Plans for solar equipment must be approved by the Committee prior to the installation of such equipment, subject to the requirements of U.C.A., Section 17-27-901 et seq. (1991).

(15) Business Use. No business nor trade may be conducted in or from any Lot unless: a) the existence or operation of the activity is not apparent or detectable from the exterior of the residence; b) the activity conforms to with all zoning requirements; c) the activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of the residents of the Project; and d) the business or activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Management Committee. Notwithstanding the above, the leasing of a residence is allowed.

(16) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

- a. The parking rules and regulations adopted by the Committee from time to time;
- b. Except for purposes of loading or unloading passengers and supplies (for a period of time up to twelve (12) hours), no Recreational, Commercial or Oversized vehicle parking is allowed in the Project;
- c. No overnight parking on the street is allowed in the Project;
- d. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot, building or parking space, or so as to create an obstacle or potentially dangerous condition;
- e. Residents may only park their motor vehicles within their garages and driveways;
- f. No resident shall repair or restore any vehicle of any kind in, on or about any Lot or the Common Area, except for emergency repairs, and then only to the extent necessary to

enable movement thereof to a proper repair facility;

- g. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed;
- h. All parking areas shall be used solely for the parking and storage of motor vehicles;
- i. Garage doors shall remain closed except when the garage is in use.
- j. Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense; and
- k. No boats, personal watercrafts or RVs shall be parked within the Project.

(17) Antennae. The installation and use of receiving and transmitting antennae must conform to the current Federal Communications Commission Regulations. Generally one (1) small and inconspicuous satellite dish having a diameter of 18" or less shall be permitted upon a Lot. Insofar as it is possible without impairing reception, antennae should be installed on the south side of the chimney face and so it is integrated with the Dwelling Unit structure and surrounding landscape. All wiring must be concealed. A satellite dish larger in diameter than 18" or multiple dishes may be approved by the management committee on a case-by-case basis. Notwithstanding anything to the contrary, any unapproved satellite dish antenna, exterior radio antennae, television antennae, or other electronic signal receiver or transmitting equipment are prohibited within the project.

(18) Windows and Window Covering. No aluminum foil, newspaper, reflective film coatings, or other similar materials may be used to cover the windows of any Dwelling Unit or garage. Sunshades and tinted window are allowed. All windows and windowpanes in the project shall be harmonious, and comparable in size, design and quality, so as not to detract from uniformity in appearance or construction.

(19) Pets. No animals, livestock, or poultry of any kind shall be raised,

bred, or kept at the Project, except that no more than two (2) medium sized dogs, cats or other normal household pets may be kept in a Lot, subject to rules and regulations adopted by the Management Committee. Such pets may not be kept, bred, or maintained for any commercial purpose. No pet enclosures shall be erected, placed or permitted to remain on any portion of the Common Areas, nor shall pets be tethered in the Common Area. Pets shall not be walked on the Common Areas, except for the purpose of ingress or egress to the Lot before and after walking the pet outside the boundary of the Project. Pets shall be on a leash or in a cage and under the control of a responsible person when outside a Lot. No pet shall be permitted to urinate or defecate on any portion of the Common Areas, and the owner of such pet shall immediately remove feces left upon the Common Areas by his pet. If the Owner or resident fails to abide by the rules and regulations and/or covenants applicable to pets, the Management Committee may bar such pet from use of or travel upon the Common Areas and/or fine, pet registration fee or pet deposit, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner or resident to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health or welfare of any Owner or resident or which creates a nuisance (e.g., unreasonable barking, howling, whining or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Management Committee, must be permanently removed from the Project within seven (7) days after delivery of written notice by the Management Committee.

(20) Insurance. Nothing shall be done or kept in, on or about any Lot or the Common Areas which may result in an increase in the premium or the cancellation of any insurance on the Property.

(21) Laws. Nothing shall be done or kept in, on or about any Lot or Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any applicable regulatory body.

(22) Damage or Waste. No damage to or waste of, the Common Areas shall be committed by any Owner, guest or invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by that Owner, guest or invitee, provided, however, that any guest or invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

(23) Structural Alterations. No structural alterations to the Common Areas is allowed without the prior written consent of the Management Committee.

(24) Mail Boxes. The primary mail box must be the one provided by the developer. All mail boxes must be approved in writing by the Management Committee.

7. Leases. Any agreement for the leasing, rental or occupancy of a Dwelling Unit (collectively, "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the Lease commences. Every Lease shall provide expressly that occupancy is subject in all respects to the provisions of the Project Documents. Said Lease shall further provide that any failure by the resident there under to comply with the terms of the Project Documents shall be considered a default under the Lease. If any Lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the Lease and binding on the Owner and resident by this reference. No Owner shall be permitted to lease his Dwelling Unit for transient, hotel, seasonal, rental pool, or corporate or executive use or purposes, which shall be deemed to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Dwelling Unit. Any Owner who shall lease his Dwelling Unit shall be responsible for assuring compliance by the resident with the Project Documents. Owners shall evict a resident who is creating a nuisance. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding, against the resident, who is in material violation of the Project Documents and constitutes a nuisance, within ten (10) days after receipt of written demand so to do from the Management Committee, shall entitle the Association to take any and all such action, including the institution of proceedings to evict the resident, for injunctive relief and damages. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or resident for any eviction under this section that is made in good faith. Any expenses incurred by the Association, including a reasonable attorneys fee and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefore shall entitle the Association to levy an individual assessment against such Owner and his Dwelling Unit for all such expenses incurred by the Association. In the event such assessment is not paid within thirty (30) days of its due date, the Management Committee may record a lien against the Lot to secure payment and resort to all remedies of the Association for the collection thereof. Other than as stated in this section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Dwelling Unit.

8. Easements: Drainage, Support, Maintenance and Repair. There are hereby reserved and the Association is hereby granted the following easements and rights-of-way:

a) A nonexclusive easement over, across, through, above and under the Lots and the Common Areas for the operation, maintenance and regulation of the Common

Areas, amenities and facilities; and

b) A reciprocal easement on, over, under, through and across all Lots and Common Areas for the drainage of surface waters on, over, under, through and across the Project. The Developer established a sub drain and storm drainage system designed to serve the entire Project (the "Master Sub Drain and Storm Drain System"). No Lot Owner shall interfere with the Master Sub Drain and Storm Drain System, and so as not to detract there from or interfere therewith, or the Established Drainage Pattern on any other Lot in the Project. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior written consent of the Management Committee. The term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time such Lot is conveyed to an Owner. The cost of all improvements, maintenance, repairs and replacements of the Sub-Drain and Storm Drainage System located in the Common Areas shall be the responsibility of the Association.

9. Liability of Owners and Residents for Damages. Any Owner or resident shall be liable to the Association or other Owners or residents for damages to person or property in the Project caused by his or her negligence.

10. Encroachments. In the event that any portion of the Common Areas or a Lot encroaches or comes to encroach upon other Common Areas or a Lot as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

11. Management Committee. The Association shall be managed by a Management Committee that shall be comprised of three (3) or five (5) Lot Owners (or the legal agent of an institutional Lot Owner). All members of the Management Committee shall be elected for two (2) year terms with two (2) seats being filled on even number years and one (1) or three (3) seats being filled on odd numbered years. In addition:

a) Qualify. To qualify, a member of the Committee must be an individual Owner, or the legal representative of an organizational Owner.

b) Vacancies. Any vacant seat on the Committee shall be filled with a member elected or appointed to complete the two (2) year term.

c) Dismissal. Any Committee member who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Committee Members

shall elect a replacement to sit on the Committee until the next meeting of the Association.

d) Removal of Committee Member. Committee Members may be removed at any time by the affirmative vote of a majority of the members of the Association. A replacement to serve the remainder of the removed member's unexpired term shall be elected at the same meeting.

e) Term. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor qualifies and is properly elected by the Association.

f) No Compensation. Committee members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee.

12. Committee Officers and Agents. The Committee shall perform its functions through at least three (3) but no more than five (5) members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. There shall be a President, Vice-President, Secretary, Treasurer, and Assistant Secretary. Any Committee officer, agent, or employee may at any time be removed, with or without cause, by the vote of a majority of the Committee members. Provided, however, if a member of the Committee is removed as an officer, he shall continue to be member of the Committee.

13. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Committee may decide. Other regular meetings shall be held at periodic intervals (no longer than monthly) at such time and place as the Committee may determine. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Committee member at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any committee meeting shall consist of a majority of all the members then in office.

14. Status and General Authority of Committee. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following



authority and powers:

- a) To Enter. The power and authority to enter into or upon any Lot to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project. Except in the case of an emergency, reasonable notice shall be given to the residents.
- b) To Grant Easements. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.
- c) To Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.
- d) To Have Standing. The power to sue and be sued.
- e) To Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- f) To Purchase. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least Seventy five percent (75%) of the members in the Association.
- g) To Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (f) above to the Project, so long as it has been approved by at least Seventy five (75%) of the members in the Association.
- h) To Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.
- i) Meetings. The authority to establish procedures for the conduct of its meetings, including but not limited to the power to decide what portion of the meeting shall be open or closed to Members of the Association or residents not on the Committee, to retire to executive session, to regulate record keeping, and to allow,

control or prohibit the electronic reproduction (video or audio) of Committee meetings.

j) All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.

15. Delegation of Management Responsibilities. The Committee may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, independent contractors, through service contracts, or any combination thereof. The termination provision of any such contract must not require a termination penalty or any advanced notice of more than sixty (60) days., no such contract shall be for a term greater than one (1) year.

16. Owners Meetings. The Association members shall meet as follows:

a) Annual Meeting. The annual meeting of the Owners shall be held at in the Fall of each year at a time and place determined by the Management Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at the Community Center unless otherwise specified in the notice of meeting. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at his last known address. The notice shall state the time, place, and general purpose of the meeting.

b) Special Meetings. Special meetings of the Owners may be called by the President, by any two (2) members of the Committee, or by Members holding at least twenty five percent (25%) of the undivided ownership interest in the Common Area. At least two (2) but not more than thirty (30) days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

c) Waiver of Notice. No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all of the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice.

d) Quorum. The presence of a majority of the undivided ownership interest in the Project entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting.

(1) Quorum Not Present. If a quorum is not present at any Owners

meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(2) Quorum at Rescheduled Meeting. Those Members present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting.

(3) Percentage Approval Requirement. Notwithstanding the foregoing provisions of the this Section, however, in any case in which this Declaration requires the affirmative vote of a certain percentage of Ownership interest for authorization or approval of a matter, their consent, in person by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

17. Voting is subject to the following provisions:

a) Class. There is only one class of vote. All are equal.

b) One Vote. Each Lot shall be entitled to one vote provided that the individual Lot Owner or the legal representative of an institutional Lot Owner has not been deemed to be ineligible to cast a vote for failure to pay past due Fees, fines, interest or special charges.

c) Proxy Voting. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the Meeting, by the Lot Owner, or by any such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Lot Owner.

d) Multiple Owners. When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association in writing prior to any meeting.

e) Proof of ownership. Each Lot owner shall provide the Committee with legal proof of ownership or authorization to act upon behalf of such owner at least three (3) days prior to any meeting which may require the vote of such Owners. It is the responsibility of all owners to provide the Committee with legal proof of ownership change.

f) Leased Lot. Any Owner of a Lot which has been leased may, in the lease or by other legal, written instrument, assign the voting rights appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting that may require a vote of the Owners.

g) Suspension of Voting Right. If after ten (10) days notice of deficiency, any Owner, or representative of such Owner, that is in arrears more than thirty (30) days on payment of any Association Fee, or any fines, late fees, assessments or interest on past due assessments is ineligible to vote. Personal checks or cash will not be accepted at the meeting as payment for past due amounts. Personal checks that have been deposited and accepted by the HOA's bank are acceptable. Cashiers checks written in favor of the HOA are acceptable upon delivery to a Committee Member. Lots that do not have proof of current Ownership will have the Lot Owner's vote suspended until such proof is received and accepted by the Committee.

18. Lists of Lot Owners, Eligible Mortgagees and Eligible Insurers or Guarantors. Each Owner shall be responsible to provide the Committee with up to date records showing: a) the name of the Owner, the address of such person, and the Lot which is owned by him/her. b) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Lot which is encumbered by the Mortgage held by such person or entity; and c) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Lot which is encumbered by the Mortgage held by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or the transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record on the office of the County Recorder of Salt Lake County, Utah. The Committee may for all purposes act and rely on the information concerning Lot ownership in its records or, at its option, the records of the County Recorder of Salt Lake County, Utah. The address of any Owner shall be deemed to be the address of the Lot owned by such person unless the Committee is advised otherwise in writing.

19. Major Repairs of Capital Assets and Capital Improvements. The Management Committee shall prepare a table of Capital Assets which may require major repair. This table shall be included in every annual budget and shall be reviewed and updated at least annually. A reasonable cash reserve account shall be established by the Committee for repair or replacement of capital assets as required.

Expenditures by the Association for Capital Improvements to the Project shall be subject to and governed by the following:

a) Committee Discretion/ Expenditure Limit. Capital Improvements to the Project which cost ten percent (10%) or less of the total annual operations budget

and do not materially alter the nature of the project, may be authorized by the Management Committee alone.

b) Homeowner Approval/ Expenditure Limit. Any Capitol Improvements, the cost of which will exceed such amount, must, prior to the commencement of construction, be authorized by at least a majority of the Owners.

c) Homeowner Approval/ Changing the Nature of the Project. Any Capital Improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven percent (67%) of the undivided ownership interest in the Project.

20. Operation, Maintenance and Alterations. The Lots and Common Area shall be maintained by the Lot Owners and the Association as follows:

a) Area of Common Responsibility. The Association shall maintain, repair and replace, as needed from time to time, the Common Area, and certain improvements constructed or installed thereon and in, on or about the Lots, including but not limited to all entrances to and exits from the Project, streets, roads, the bark chip path, parking areas, street lighting, common sidewalks, curbs and gutters, landscaping, green space and sprinkler systems, central utility systems for power, light and water, grass edging and mowing, and the preparation, maintenance and planting of all flower beds. The foregoing items are hereinafter referred to as the "Area of Common Responsibility".

b) Landscaping Restrictions. Lot Owners shall not modify the landscaping, green space, sod, plant beds, sprinkling system, or drainage in, on or about any Lot or Common Area without the prior written consent of the Management Committee.

c) Snow and Ice Accumulations. The Association shall remove all ice and snow accumulations from the driveways, walkways leading to the Dwelling Unit's main entrance, streets and common walkways. Each Lot Owner shall remove all ice and snow accumulations from all other locations, including but not limited to all walkways (and steps) on the sides and to the rear of the Dwelling Unit.

d) Garbage Removal. Each Owner shall be responsible to remove all garbage, debris and refuse from his Lot.

e) Area of Personal Responsibility. Each Owner shall maintain his Lot and Dwelling Unit, and all of the improvements constructed or installed thereon. The following items are expressly included in the Area of Personal Responsibility: the roof, foundation, footings, columns, girders, beams, supports and main walls of

any Dwelling Unit and garage, all individual utility services such as power, light, gas, hot and cold water, heating, refrigeration and air conditioning systems, fixtures, windows, window units, door, patios, balconies and decks, garage doors, garage door systems, interior fence surfaces. If an item is not included in the Area of Common Responsibility and it is located in, on, under or above a Lot, then it shall be the responsibility of the Lot Owner, unless otherwise determined in writing by the Committee (hereinafter referred to as the "Area of Personal Responsibility").

f) Utilities. The Association shall provide those utility services not separately metered and billed to the individual Owners by the provider.

g) Standard of Care/General. The Property shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Community Standards. Aesthetic considerations alone, and matters of taste, are sufficient to enjoin a violation of this Declaration.

h) Standard of Care/Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards and the quality of design and construction originally established by the developer. Specific guidelines and restrictions on landscaping may be established by the Management Committee from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be properly pruned and trimmed. In a word, all landscaping shall be tasteful, so as not to affect adversely the value or use of any other Lot, or to detract from the uniform design and appearance of the Project. Unless the replacement of capital landscaping improvements is made necessary by the negligence of the Association, the cost of replacing or restoring the asset shall be the Lot Owner's responsibility.

i) Neglect. If the Committee determines that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or that the need for maintenance, repair, or replacement of the Common Area is caused through the willful or negligent act of any Owner, his family, guests, lessees, or invitees, and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

(1) Assessment. Such costs as are incurred by the Association in the performance of an item included in the Area of Personal Responsibility shall be added to and become a part of the assessment to which such

Owner and Lot is subject, and shall be secured by a lien against his Lot regardless of whether a notice of lien is filed.

(2) Notice of Intent to Repair. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days.

(3) Emergency Situation. If the Committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.

(4) Optional Repairs. The Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

(5) Right of Entry. The Association or its agents or employees shall have a right to entry upon or into any Lot or Common Area as necessary to perform such work and shall not be liable for trespass for such entry or work.

j) Changes to Areas of Personal or Common Responsibility. The Management Committee may, in its sole discretion, add items to or subtract items from the Areas of Personal or Common Responsibility upon at least thirty (30) days prior written notice to the Lot Owners.

k) Alterations to the Common Area. No Owner or resident may make any structural alterations, modifications, changes or improvements to the Common Area, including but not limited to any additions, extensions, enclosures, fencing, decks, patios, walkways, structures or sheds not shown on the approved plans and specifications, without the prior written consent of the Committee.

21. Common Area Expenses. Each Owner, upon receipt of a deed to a Lot, shall pay his Assessments subject to and in accordance with the restrictions set forth below:

a) Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned

by the Association, and regulating the Community, all as may be more specifically authorized from time to time by the Committee.

b) Creation of Assessments. The Assessments shall pay for the common expenses of the Association as may be from time to time specifically authorized by the Management Committee. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed.

c) Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Management Committee shall prepare and deliver to the Owners a proposed Budget which:

(1) Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(2) Basis. Shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Committee is required or permitted to maintain, common lighting and heating, water charges, carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting Assessments, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

d) Apportionment. The common profits of the property shall be distributed among, the common expenses shall be charged and voting rights shall be allocated to the Lot Owners equally and uniformly.

e) Approval of Budget and Assessments. The proposed Budget and the Assessments shall become effective unless disapproved at the Annual Meeting by a vote of at least a majority of the Owners. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Assessments or the Management Committee fails for any reason to establish the Budget and Assessments for the succeeding year, then and until such time as a new budget



and new Common Area Fee schedule shall have been established, the Budget and the Assessments in affect for the then current year shall continue for the succeeding year.

f) Payment of Assessments. The Management Committee has the sole authority and discretion to determine how and when the annual Assessments are paid.

g) Personal Obligation of Owner. Owners are liable to pay all Assessments assessed, accruing interest, late Assessments and collection costs, including attorneys Assessments. Provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of record in the offices of the County Recorder of Utah County, Utah, and (iii) both the Buyer and Seller under any executory sales contract or other similar instrument.

h) Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes.

i) Reserve Accounts. The Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses, Capital Improvements and Major Repairs. The reserve accounts shall be funded out of regular Assessments.

j) Acceleration. Assessments shall be paid in the manner and on dates fixed by the Committee who may, at its option and in its sole discretion, elect to accelerate the entire annual Common Area Fee for delinquent Owners. If, however, the Common Area Fee is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the committee, at its option and in its sole discretion, may elect to decelerate the obligation.

k) Statement of Assessments Due. Upon written request, the Committee shall furnish to any Owner a statement of Assessments due, if any, on his Lot. Failure to provide the certificate within ten (10) days after a written request shall be deemed conclusive evidence that all Assessments are paid current. The

Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

l) Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled.

m) Termination of Utility Service. At the discretion of the Committee, the utility service to any Owner paid for by Assessments may be terminated if the Owner is in arrears on his obligation to pay Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

n) Suspension of Right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner fails to pay his share of the Common Expenses and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

o) Failure to Assess. The omission or failure of the Management Committee to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any obligation to pay Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which an Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

22. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy special assessments in any year, subject to the following:

a) Committee Based Assessment. So long as the special assessment does not exceed the sum of Five Hundred and 00/100ths Dollars (\$500.00) (the "Special Assessment Limit") per Lot in any one fiscal year, the Committee may impose the special assessment without any additional approval.

b) Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the members of the Association. The Committee at its discretion may allow any special assessment to be paid in installments.

23. Benefit Assessments. The Committee may specifically assess an Owner in a particular area provided the benefit assessment is not for any maintenance, repair or replacement

ordinarily required by this Declaration and the Owner has the choice to accept or reject the benefit:

(1) Benefit only To Specific Lot. If the expense benefits less than all of the Lots, then those Lots benefited may be assessed, and the assessment shall be equitably apportioned among those Lots according to the benefit received.

(2) Unequal or Disproportionate Benefit. If the expense benefits all Lots, but does not provide an equal benefit to all Lots, then all Lots shall be assessed, but the benefit assessment shall be equitably apportioned among all Lots according to the benefit received.

Failure of the Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section.

24. Individual Assessments. Individual Assessments shall be levied by the Committee against a Lot and its Owner to reimburse the Association for:

- a) fines levied and costs incurred in enforcing the Project Documents;
- b) costs associated with the maintenance, repair or replacement for which the Lot Owner is responsible;
- c) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Project Documents; and
- d) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

25. Collection of Assessments. Assessments must be paid in a timely manner and shall be collected as follows:

- a) Time is of the Essence. Time is of the essence and all Assessments shall be paid promptly when due.
- b) Delinquent Assessments. Any Assessments which are not paid when due are delinquent and a lien against the Lot affected shall attach automatically, regardless of whether a notice of lien is recorded.

c) Late Fees and Default Interest. Any Assessments delinquent for a period of more than ten (10) days shall incur a late charge of twenty-five Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of One and ½ percent (1.5%) per month shall accrue on all delinquent accounts.

d) Notice of Lien. The amount of common expenses and additional charges are the debt of the owner at the time the assessment is made and is collectible as such. If any owner fails or refuses to make any such payment when due, that amount constitutes a lien on the interest of the owner in the property, and upon the recording of notice of lien by the manager or management committee, it is a lien upon the owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

f) Foreclosure of Lien and/or Collection Action. If any Assessments remain unpaid, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien.

g) Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

h) No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Lot.

i) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or committee under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

j) Application of Payments. All payments shall be applied as follows: Additional Charges, Delinquent Assessments and Current Assessments.

k) Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorneys fees. The Committee may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

l) Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

m) Attorney-in-Fact. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as his attorney-in-fact to collect rent from any person renting his Lot, if the Lot is rented and Owner is delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

26. Liability of Management Committee. The Association shall indemnify every officer and member of the Committee against any and all expenses, including but not limited to attorney's Assessments reasonably incurred by or imposed upon any officer or member of the Committee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Committee) to which he or she may be a party by reason of being or having been an officer or member of the Committee. The officers and members of the Committee shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Committee may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Committee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be

exclusive of any other rights to which any officer or member of the Committee, or former officer or member of the Committee, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

27. Association Insurance. The Management Committee shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, insurance on the Common Areas satisfying at least the following requirements:

a) Liability Insurance. A public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000) Dollar limit per occurrence, if reasonably available, and a One Million (\$1,000,000) Dollar minimum property damage limit. If possible, the policy should be written on the comprehensive form and shall include non-owned and hired automobile liability protection.

b) Property Insurance. Blanket property insurance using the standard "Special" or "All-Risk" building form. Loss adjustment shall be based upon replacement cost. For purposes of this sub-section, the term "casualty insurance" shall not mean or refer to "earthquake" or other special risks not included in the standard planned residential development casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgment and in its sole discretion.

c) Directors and Officers Insurance. A director's and officer's liability policy with at least One Million (\$1,000,000) Dollars in coverage, if reasonably available.

d) Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Management Committee to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

(1) Agents. Where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association.

(2) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Committee's best business judgment, but

shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Committee, the Association, or the management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots, plus reserve funds.

(3) Quality of Coverage. The bonds required shall meet the following additional requirements:

a) they shall name the Committee, the Owners Association, and the Property Manager as obligee;

b) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense;

c) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Association as part of the Common Expenses;

d) the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Committee and the Association.

e) Earthquake Insurance shall not be required unless requested by a least Seventy five percent (75%) of the Members of the Association.

f) Miscellaneous Items. The following provisions shall apply to all insurance coverage:

(1) Quality of Carrier. A "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports -- International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a

"BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurers Solvency Review, or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service -- if the carrier is issuing a master policy or an insurance policy for the common elements in the Project.

(2) The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Association of Lot Owners of WHITE PINES P.U.D PHASES III & IV., for the use and benefit of the individual Owners."

(3) Designated Representative. The Association may designate an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.

(4) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

(5) Deductible. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the Association.

(6) Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other similar Associations, including but not limited to (a) a guaranteed replacement cost endorsement under which the insurer agrees to replace the insurable property regardless of the cost and/or a Replacement Cost Endorsement under which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more, and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement which waives the requirement for coinsurance; (b) an Inflation Guard Endorsement when it can be obtained; and (c) a Building Ordinance or Law Endorsement, if the enforcement of any building, zoning or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or



additional demolition and removal costs, and increased costs of reconstruction.

(7) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association, Committee or Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

28. Owner's Insurance. Each Owner and resident shall purchase and maintain adequate liability and property insurance on his Lot, Dwelling Unit, personal property and contents.

a) Primary Coverage. It is intended in the event of duplicate coverage of a claim that the insurance coverage of an Owner shall be primary. The Association shall not be required to maintain insurance on an Owner's Lot, Dwelling Unit, personal property or contents.

b) Certificate of Insurance. Each Owner and resident shall annually provide a current certificate of insurance to the Association for the Lot, Dwelling Unit, personal property and contents.

c) Prompt Repair. Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Lot or Dwelling Unit, the Owner shall promptly proceed to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

d) Failure to Repair. If the Committee determines that any Owner has failed to promptly discharge his obligation with regard to the repair or reconstruction of the damaged structure, then the Association may, but is not obligated to, provide such repair or reconstruction at the Owner's sole cost and expense subject to the following:

(1) Assessment. Such costs as are incurred by the Association in the repair or reconstruction of an Owner's Lot or Dwelling Unit shall be secured by a lien against the Lot regardless of whether or not a notice of lien is filed.

(2) Notice of Intent to Repair. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide repair or reconstruction at the Owner's cost and expense. The

Association shall set forth with reasonable particularity the repair or reconstruction deemed necessary by the Committee. The notice shall establish a reasonable time after receipt of notice within which the Owner shall commence and complete such repair or reconstruction.

(3) Optional Repairs. The Association may, but is not obligated to, provide such repair or reconstruction in the manner described above.

(4) Right of Entry. The Association or its agents or employees shall have the right to enter upon or into any Lot or Dwelling Unit as necessary to perform such work and shall not be liable for trespass for such entry or work.

29. Destruction, Condemnation, and Obsolescence. The following provisions shall apply with respect to the destruction, condemnation, or obsolescence of the Project.

a) Definitions. Each of the following terms shall have the meaning indicated:

(1) "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

(2) "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(3) "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the estimated cost of restoration over the funds available is Twenty five (25%) percent or more of the estimated restored value of the Project.

(4) "Partial Condemnation" shall mean any other such taken by eminent domain or grant or conveyance in lieu thereof.

(5) "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

(6) "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(7) "Restored Value" shall mean the fair market value of the Project after Restoration as determined by an MAI or other qualified appraisal.

(8) "Estimated Cost of Restoration" shall mean the estimated costs of restoring the Project to its former condition.

(9) "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee for the condemnation or taking of the Lot in which they are interested.

b) Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

c) Restoration of the Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent of the Project's undivided Ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Lots which have appurtenant at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

d) Notices of Destruction or Obsolescence. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or

state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration.

e) Excess Insurance. If the insurance proceeds condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, then the excess funds shall be placed in the Capital Improvement Reserve Account and retained by and for the benefit of the Association. This covenant is also for the benefit of the Association and any Mortgagee, and, therefore, may also be enforced by them. Payment to any Owner whose Lot is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

f) Inadequate Insurance. In the event the cost of Restoration exceeds Available Funds, all of the Lots shall be assessed for the deficiency on the basis of their respective percentages of undivided Ownership interest in the Common Areas.

g) Reallocation in Event of Partial Restoration. In the event that all or any portion of one or more Lots will not be the subject of Restoration (even though the Project will continue as a planned unit development) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided Ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Lots.

h) Sale of Project. Unless Restoration is accomplished as set forth above, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, ownership under this Declaration and the Plat Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Lot is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

I) Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities.

j) Settlement Proceeds. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for

the use and benefit of the Owners and their mortgagees as their interests may appear.

k) Restoration Power. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Lot therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided.

l) Right of Entry. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

30. Consent in Lieu of Vote. In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from the percentage interest required, subject to the following conditions:

a) Sixty Day Limit. All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained; and

b) Change In Ownership. Any change in Ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

31. Mortgagee Protection. The lien or claim against a Lot for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Lot for such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available there under shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for, nor such Lot the lien of any Assessments becoming due thereafter.

b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, Articles of Incorporation, and administrative rules and

regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available", as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee or the Association shall provide or be deemed to provide hereby that either party may terminate the contract with or without cause upon at least sixty (60) days prior written notice to the other party thereto.

e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Lot Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

32. Amendment. This Declaration may be amended as follows:

a) Consent of the Owners. The affirmative vote of at least sixty seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Plat Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained; and

b) Consent of Eligible Mortgagee. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent of the undivided Ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following: (1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (3) reductions in reserves for maintenance, repair, and replacement of the Common elements; (4) insurance or fidelity bonds; (5) limitations and restrictions on the right to use of the Common Areas; (6) responsibility for maintenance and repairs; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) the boundaries of any Lot; (9) the percentages of Ownership interest in the Common Areas; (10) convertibility of a Lot into Common Areas or Common Area into a Lot; (11) the imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (12) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (13) the requirement that the Project be professionally managed rather than self managed. Any addition or amendment shall not be considered material for purposes of this Paragraph b) if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements

shall not be applicable to amendments to this Declaration and the Plat Map or the termination of the legal status of the Project as a planned residential development if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence. In the event of any conflict between the foregoing provisions and the requirements to obtain U.S. approvals or government financing from HUD/FHA VA FANNIE MAE or other agencies, the requirements of the latter, which are incorporated herein by this reference, shall in all respects govern and control.

33. Notice and Hearing. In the event of a claimed violation of the Act, Declaration, By-Laws or administrative rules and regulations governing the Project, a Member or resident shall be entitled to the following:

a) Notice. Written notice specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the member will have an opportunity to be heard by the Management Committee. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class postage prepaid, addressed to the member at the address given by the member to the Management Committee for the purpose of service of notice or to the address of the member's Lot if no other address has been provided. Any address may be changed from time to time by giving written notice to the Management Committee.

b) Costs and Assessments. If the violation, or the failure to correct or remedy a violation, results or may result in the expenditure of funds, the notice shall also state that the Management Committee may vote to assess the adverse party, levy a fine, or impose other sanctions if the Committee finds that a violation has occurred.

c) Final Determination. After the hearing has taken place, the Management Committee shall (1) determine whether a violation has occurred and, if so, may impose a fine or issue sanctions which shall become effective not less than five (5) days after the date of the hearing; or (2) take such other action as may be appropriate. The determination of the Management Committee shall be final. However, nothing herein shall be construed to prevent the Management Committee from making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing Notice and Hearing.

34. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which



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

35. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

36. Enforcement and Right to Recover Attorneys Fees. The Association, Management Committee, or any aggrieved Owner may take action, at law or in equity, to enforce the terms, covenants or conditions of the Project Documents. Should the Association, Management Committee or a Lot Owner be required to take action to enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue.

37. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be. However, neither the Association nor the Committee shall in any way be considered insurers or guarantors of security within the Project. Neither the Association nor the Management Committee shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and residents, their guests and invitees, as applicable, acknowledge that neither the Association nor the Committee represent or warrant that any security measures undertaken will insure their safety. All Owners and residents, their guests and invitees, acknowledge and understand that the Association and Committee are not insurers of their safety and they hereby assume all risks for loss or damage to their person or property and further acknowledge that the Association and Committee have made no representations or warranties, nor have they relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security measures undertaken within the Project.

38. Fines. Each Owner and Resident is responsible for adhering to the Project Documents governing the Project. Any breach of the provisions of this Declaration, the Bylaws or Rules and Regulations adopted by the Management Committee from time to time is subject to enforcement pursuant to the declaration and may include the imposition of a fine, provided there has been Notice and a Hearing. Each Owner is also accountable and responsible for the behavior of his or her residents, tenants and/or guests. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Management Committee shall react to each material violation in the following manner:

a) Fines imposed are final unless appealed in writing to the Management Committee within thirty (30) days of written notification of the violation. If a request for a hearing is not submitted to the Management Committee within thirty (30) days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to the Manager or Secretary of the Association.

b) Before assessing a fine under Subsection (a), the Management Committee shall give notice to the homeowner of the violation and inform the owner that the fine will be imposed if the violation is not cured within the time provided in the declaration, bylaws, or rules, which shall be at least forty-eight (48) hours.

c) A fine assessed under Subsection (a) shall:

(1) be made only for a violation of a restrictive covenant, rule or regulation;

(2) be in the amount specifically provided for in the declaration, bylaws, or association rules for that specific type of violation, not to exceed \$.00; and

(3) accrue interest and late fees as provided in the declaration, bylaws, or association rules.

d) Cumulative fines for a continuing violation may not exceed \$.00 per month.

e) An Owner who is assessed a fine under Subsection (a) may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with standards of due process adopted by the Management Committee. No finance charge, default interest, or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

f) An Owner may appeal a fine issued under Subsection (a) by initiating a civil action within one hundred and eighty (180) days after:

(1) A hearing has been held and a final decision has been rendered by the management committee under Subsection (e); or

(2) The time to request an informal hearing under Subsection (e) has expired without Owner making such a request.

g) A fine assessed under Subsection (a) which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses.

39. Dispute Resolution. The Management Committee may, but shall not be obligated to exercise jurisdiction over and act as an arbiter with respect to any dispute between or among Lot Owners or residents. In such instance, the parties shall divide the expense equally, and consent to and sign an arbitration agreement prepared by the Association's legal counsel and the decision of the Committee shall be binding and final.

40. Duration. These restrictive covenants shall run with the land and shall be binding upon the owners thereof, their heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

41. Agent for Service of Process. The agent for service of process shall be that person noted on the Annual Report filed by the Association with the State of Utah to receive such service for company #217823 or, in case of default, the current President of the Association.

42. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah

(Signatures on next page. Remainder of page intentionally left blank)



EXHIBIT "A"

<u>LOT NUMBER</u>	<u>PERCENTAGE OF OWNERSHIP INTERET</u>	<u>PARCEL NO.</u>
	<u>Phase III</u>	
1	1/30	22-32-126-046
2	1/30	22-32-126-047
3	1/30	22-32-126-048
4	1/30	22-32-126-049
5	1/30	22-32-126-050
6	1/30	22-32-126-053
7	1/30	22-32-126-054
8	1/30	22-32-126-055
9	1/30	22-32-126-056
10	1/30	22-32-126-057
11	1/30	22-32-126-052
12	1/30	22-32-126-051
	<u>Phase IV</u>	
1	1/30	22-32-126-059
2	1/30	22-32-126-060
3	1/30	22-32-126-063
4	1/30	22-32-126-062
5	1/30	22-32-126-061
6	1/30	22-32-126-068
7	1/30	22-32-126-069
8	1/30	22-32-126-070
9	1/30	22-32-126-071
10	1/30	22-32-126-072
11	1/30	22-32-126-073
12	1/30	22-32-126-074
13	1/30	22-32-126-075
14	1/30	22-32-126-076
15	1/30	22-32-126-067
16	1/30	22-32-126-066
17	1/30	22-32-126-065
18	1/30	22-32-126-064

BK. 8761 pg. 7845

BK 8161010

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF COMMON AREAS**

The Land described in the foregoing Declaration as Common Areas is Located in Salt Lake County, Utah and described more particularly as follows:

**PHASE III**

COMMENCING at a point South 89 degrees 39'40" West 220.00 feet along the section line from the North quarter corner of Section 32, Township 200 degrees 02'37" East 317.24 feet to the North right of the way line of 7865 South Street and a point on a 21.37 foot radius curve to the left (long chord bears South 71degrees 13'53" West 64.38 feet) thence Southwesterly along the arc of said curve 64.62 feet through a central angle of 16degrees 57'16"; thence North 15 degrees 20'00" 38.66 feet; thence North 02 degrees 05'00" East 35.00 feet; thence West 75.09 feet; thence South 3.00 feet; thence West 84.01 feet; thence North (Not stated ) degrees 02'40" East along the section line of Said Section 32 229.00 feet to the point of BEGINNING.

LESS AND EXCEPTING ALL OF LOTS 1-12, INCLUSIVE

LESS AND EXCEPTING THE ROAD WIDENING AND DEDICATION

(PHASE III AS SHOWN ON EXHIBIT "C")

**PHASE IV**

BEGINNING at a point S89 39'40"W along the section line 449.00 feet from the North quarter corner of section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian said point also being the Northwest corner of the White Pines Phase III P.U.D. subdivision as recorded in the office of the Salt Lake County Recorder, running; thence S00 02'38"E along said West Line of White Pines Phase III subdivision 311.07 feet to North line of Ponderosa Park No. 4 Subdivision as recorded in the office of the Salt Lake County Records Office; thence N89 39'33" W along the said North 99.65 feet; thence S89 39'40"W 100.35 feet; thence N00 20'20"W 33.00 feet to said section line; thence N89 39'40"E along said section line 200.20 feet; thence South 34.50 feet; thence N89 39'40"E 0.50 feet to the point of Beginning.

LESS AND EXCEPTING ALL LOTS 1-18, INCLUSIVE

LESS AND EXCEPTING THE 7800 SOUTH ROAD DEDICATION

## **BY-LAWS OF WHITE PINES TOWNHOMES P.U.D. PHASES III & IV**

The following are the By-Laws of the Association, who is obligated to operate, manage, and regulate the Project. These By-Laws shall govern the administration of the Project and the Association.

### **ARTICLE I** **PLAN OF LOT OWNERSHIP AND INCORPORATION**

1. Submission. These By-Laws are referred to and incorporated by reference in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of WHITE PINES TOWNHOMES P.U.D. PHASES III & IV (the "Declaration"). The Project is located in Salt Lake County, Utah.

2. Organizational Form. The Association is incorporated as a Non-Profit Utah Corporation, number 217823. These By-Laws shall also serve as the By-Laws of the incorporated Association.

3. Office and Registered Agent. The Registered Agent shall be the person described in the Annual Report on file for non-profit corporation number 217823 or if one has not been filed, then the President of the Association.

4. By-Laws Applicability. All present and future Owners, residents, occupants, tenants, renters, lessees, and their guests, licensees, invitee, servants, agents or employees, and any other person or persons who shall be permitted entrance to the Project shall be subject to and abide by these By-Laws.

### **ARTICLE II** **ASSOCIATION**

1. Composition. The Association is a mandatory Association consisting of all Lot Owners at WHITE PINES TOWNHOMES P.U.D. PHASES III & IV.

2. Voting. Each Lot shall have one (1) vote as set forth in the Declaration.

3. Place of Meeting. Meetings of the Association and Committee shall be as set forth in the Declaration.

4. Annual Meeting. Unless otherwise designated by the Committee, the Annual Meeting of the Association shall be held as set forth in the Declaration.

5. Special Meetings. Special meetings of the Association may be held as provided in the Declaration.

6. Notice of Meeting. Notice of meeting shall be given as provided in the Declaration.

7. Voting Requirements. An Owner shall be deemed to be in “good standing” and “entitled to vote” at an Annual or Special Meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Common Area Assessments and/or Additional Fees, interest and Charges.

8. Proxies. The votes appertaining to any Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the Meeting, by the Lot Owner, or by any such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by the Lot Owner.

9. Quorum. Those Members present, either in person or by proxy, at a meeting shall constitute a quorum for the purpose of transacting business of the Association.

10. Action Without a Formal Meeting. Any action to be taken at a meeting of the Association may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all Owners.

### **ARTICLE III** **MANAGEMENT COMMITTEE**

1. Powers and Duties. The affairs and business of the Association shall be managed by the Committee in accordance with the Declaration. The Management Committee shall have all of the Powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things appropriate and necessary to operate, manage, maintain, control and regulate the Project. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Committee may delegate its authority to a manager or managers or a Management Company.

2. Composition of the Management Committee. The Management Committee shall be composed of at least three (3) but no more than five (5) Members. Only individual Lot Owners who physically reside within the Project shall be eligible for Committee Membership.

3. Election and Term of Office of the Committee. The term of office of membership on the Committee shall be two (2) years as provided in the Declaration.

4. Regular Meetings. Regular meetings of the Committee shall be held from time to time and at such place as shall be determined by a majority of the members of the Committee, but no less than quarterly.



5. Special Meetings. Special Meetings of the Committee may be called by a member of the Committee on at least forty-eight (48) hour's prior notice to each member. Such notice shall be given personally, by regular U.S. Mail, postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

6. Waiver of Notice. Before or at any meeting of the Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee, shall constitute a waiver of notice. If all the members are present at any meeting of the Committee, no notice shall be required and any business may be transacted.

7. Committee's Quorum. At all meetings of the Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Committee members present at the meeting at which a quorum is present shall be deemed to be the acts of the Committee. If, at any meeting of the committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

8. Vacancies. Vacancies in the Committee caused by a reason other than the removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Committee at a Special Meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Committee; and each person so elected shall be a Committee Member for the remainder of the member so replaced and until a successor is elected at the appropriate Annual Meeting of the Association.

9. Removal of Committee Member. A member may be removed with or without cause, and his successor elected, at any duly called regular or Special Meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the Members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Committee member who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed from the Committee.

10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;

- d. reports of officers;
- e. report of special committees, if any;
- f. election of inspectors of election, if applicable;
- g. election of Committee Members, if applicable;
- h. unfinished business; and
- I. new business.

11. Conduct of Meetings. The President of the Homeowners Association shall preside over all meetings of the Committee and the Secretary shall cause a record of the proceedings in a minutes book.

12. Executive Session. The Committee may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

13. Report of Committee. The Committee shall present at each annual meeting, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Committee.

#### **ARTICLE IV** **ASSOCIATION OFFICERS**

1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary, Treasurer, and Assistant Secretary, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers or special committee chairmen as in its judgment may be necessary. All officers shall also be members of the Committee. Two (2) or more offices may be held by the same person as directed by the Committee, except the President may not also serve as Secretary.

2. Election of Officers. The officers of the Association shall be elected annually by the Committee at the corporation meeting of each Committee and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer, elected or appointed by the Committee, may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee at a regular meeting or

special meeting called for such purpose.

4. President. The President shall be the Chief Executive officer; he shall preside at meetings of the Association and the Committee, and shall be an ex-official member of all Committees; he shall have general and active management of the business of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of a president of a stock corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall , in the absence or disability of the President, perform the duties and exercise the power of the President and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice-President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The Secretary shall cause a record of all Committee meetings to be maintained including all votes, resolutions and proceedings resulting from such meetings to be maintained in a book kept by him/her for that purpose and shall perform like duties for that purpose and shall performs like duties for Committees when required. He or she shall give, or cause to be given, notices for all meetings of the Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the owners and their last know mailing address. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable our during regular business days or by appointment with a Committee Member. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee, including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Manager (if used), and with the assistance of the Manager (if used) shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such federally insured depositories as may be designated by the Committee. He/she shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to the President and Members, at the regular meetings of the Committee, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Project.

8. Assistant Secretary. The Assistant Secretary shall assist the Secretary and do such other work as requested by the President or Secretary of the Association.

**ARTICLE V**  
**FISCAL YEAR**

The fiscal year of the Association shall be the twelve (12) month period commencing on January 1 and terminating on the following December 31. The fiscal year herein established may be changed by the Committee if so desired and is in the best interests of the Association.

**ARTICLE VI**  
**AMENDMENT TO BY-LAWS**

These By-Laws may be modified or amended either by the affirmative vote of a majority of the members of the Association or pursuant to a written instrument of consent duly executed by a majority of the Members of the Association provided all of the written consents are obtained within a sixty (60) day period.

**ARTICLE VII**  
**NOTICE**

1. Manner of Notice. All notices, demands, bills, statements or other communication provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or set by regular U.S. Mail, postage prepaid, (a) if to an Owner, at the address of his Lot and at such other address as the Owner may have designated by notice in writing to the Secretary; or (b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

2. Waiver of Notice. Whenever any notice is required to be given by the Project Documents, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

**ARTICLE VIII**  
**PENALTIES FOR VIOLATIONS OF RULES**  
(Repealed)

**ARTICLE IX**  
**MISCELLANEOUS**

1. Compliance. These By-Laws are established in compliance with the requirements of the Declaration.

2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control.

3. Severability. If any provisions of these By-Laws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstances is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation, or provision of the By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

6. Gender and Grammar. Wherever in these By-Laws the context so requires, the singular number shall also refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

7. Liability of Committee Members. Except for intentional misconduct, neither the members of the Committee nor the officers of the Association shall be liable to any Lot Owner, resident or person for damage, loss or liability arising out of or caused by their voluntary participation as a member of the Committee or as an officer of the Association, including but not limited to any claims due to negligence, mistake of judgment, or for any acts or omissions made in good faith. In addition, the Lot Owners and residents, by virtue of their taking title to or possession of a Lot, agree to indemnify and hold the members of the Committee and officers of the Association harmless from any and all claims arising out of or caused by their voluntary participation as a member of the Committee or officer of the Association to the extent any damage, loss or liability is not covered by insurance, unless caused by gross and willful negligence or neglect.

8. Attorneys Fees and Costs. If action is taken to interpret or enforce these By-Laws, then the prevailing party shall be entitled to recover his reasonable attorneys fees and costs, regardless of whether a lawsuit is filed.

9. Persons Bound. All references herein to an Owner, resident, tenant, renter, lessee, guest, or invitee shall be deemed to include their respective executors, personal representatives, administrators, employees, representatives, legatees, distributees, successors and assigns; and the terms, covenants, and conditions herein contained shall apply and to be binding upon them.

[Signatures on next page.]

DATED this 24 day of March, 2003.

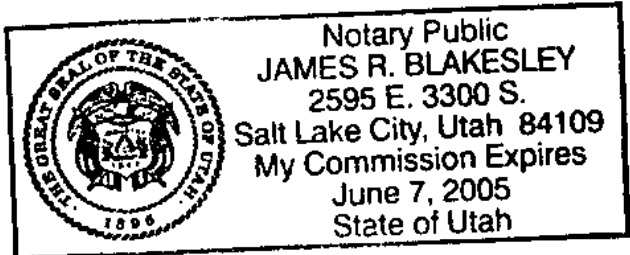
DECLARANT:  
WHITE PINES TOWN HOMES P.U.D. PHASES III & IV  
HOMEOWNERS ASSOCIATION  
BY AND THROUGH ITS MANAGEMENT COMMITTEE

B.A.B.  
Brenda S. Christiansen  
J. Chaney  
Sydney W. Holt  
Ann Park

STATE OF UTAH            )  
  ss:  
COUNTY OR SALT LAKE )

On the 24 day of March, 2003, personally appeared before me the following five members of the Management Committee: Brad A. Bona, Brenda S. Christiansen, Emily Chaney, Sydney W. Holt, and Ann Park, of the White Pines Townhomes P.U.D. Phases III & IV Homeowners Association, who did say that within and foregoing instrument was signed by them for and in behalf of the White Pines Townhomes P.U.D. Phases III & IV Homeowners Association pursuant to an affirmative vote of at least sixty-seven percent (67%) of the eligible Lot Owners.

[Signature]  
NOTARY PUBLIC  
Residing at:  
Commission Expires:



BK8761PG7854

Originals mailed out on or before 12/20/02.

	Lot Owner	Yes	No	Date Received
1	Blood, Wesley and Christiane	X		
2	Boice, John and Susan			
3	Bolliger, Ellen	X		12/27/2002
4	Bona, Brad	X		
5	Bradford, Trevor			
6	Brendle, Kristen M.	✓ NON-RESPONSE		
7	Brendle, Kristen M.	✓ " "		
8	Brendle, Kristen M.	✓ " "		
9	Brown, John (Jack) and MaryAnn	X		12/21/2002
10	Chaney, Craig and Emily	X		
11	Christiansen, Brenda	X		12/12/2002
12	Conforti, Jim and Lisa	✓ NON-RESPONSE		
13	Corellian, Shane and Annette	(X)		
14	Day, Corey and Meghan	X		1/14/2003
15	Driggers, Dalton and Joanna	X		12/28/2002
16	Ellison, Fay	X		12/24/2002
17	George, Thomas and Colleen	X		1/4/2002
18	Holm, Deborah	(X)		
19	Holt, Lynnette	X		12/31/2002
20	Hudson, Leslie	X		
21	Madson, Moreen	X		12/24/2002
22	Motz, Charles S. Jr.			
23	Owens, Elaine and Jackie	X		12/26/2002
24	Park, Bill and Ann	X		1/7/2003
25	Rayl, Clifford	X		1/14/2003
26	Reid, Ron	X		12/21/2002
27	Schmidt, Rodney	(X)		
28	Sessions, Shelly	X		1/3/2003
29	Swensen, Erik	(X)		
30	Yates, Anne	✓ NON-RESPONSE		

POOR COPY  
 CO. RECORDER

**Totals**

(22) CONFIRMED YES VOTES

(5) YES VOTES BY NON-RESPONSE W/ CONFIRMED  
 CERTIFIED U.S. MAIL DELIVERY

                      
 = 27 "YES" VOTES

0 "NO" VOTES

BK8761PG7855

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12-25-05  
Date

7823 White Pine Way  
Lot No. or Street Address

Ellen C Bellinger  
Name (Print or Type)

Ellen C Bellinger  
Signature

POOR COPY -  
CO. RECORDER

BK8761 PG7856



WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12-25-02  
Date

7823 White Pine Way  
Lot No. or Street Address

Ellen C Ballinger  
Name (Print or Type)

Ellen C Ballinger  
Signature

POOR COPY.  
CO. RECORDER

BK 8761 PG 7857

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

27 DEC 2002

Date

LOT #2 7814 SO. NORFOLK PINE WAY

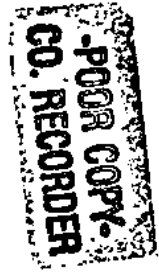
Lot No. or Street Address

DALTON DRIGGERS

Name (Print or Type)

*Dalton Driggers*

Signature



BK8761PG7858

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

1/26/03  
Date

7818 S. White Pine Way  
Lot No. or Street Address

Wesley H. & Christiane V. Blood  
Name (Print or Type)

Wesley H. Blood, Christiane V. Blood  
Signature

POOR COPY  
CO. RECORDER

BK8761PG7859

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

12-19-02  
Date

942 E White Pine  
Lot No. or Street Address

Ronald Reid  
Name (Print or Type)

Ronald Reid  
Signature

POOR COPY  
CO. RECORDER

BK 8.761 PG 7860

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

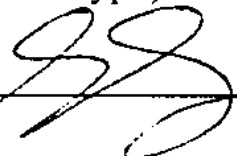
I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the proposed Amendment of the Bylaws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

1/31/03  
Date

927 E White Pine Way  
Lot No. or Street Address

Emily & Craig Chaney  
Name (Print or Type)

  
Signature

-POOR COPY-  
CO. RECORDER

BK8761PG7861

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12/23/02

Date

# 3-10      958 White Pine Way  
Lot No. or Street Address      Sandy UT      84094

ELAINE M OWENS  
Name (Print or Type)

Elaine M Owens  
Signature

REC'D COPY  
CO. RECORDER

BK8761PG7862

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12-20-02  
Date

948 East White Pine Way, Sandy, Utah 84094  
Lot No. or Street Address

John C. Brown / Mary Ann R. Brown  
Name (Print or Type)

John Brown / Mary Ann R. Brown  
Signature

PG&R COPY-  
CO. RECORDER

BK8761PG7863

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

1/10/03  
Date

7809 S. Norfolk Pine  
Lot No. or Street Address

Meghan Day  
Name (Print or Type)

Meghan Day  
Signature

PC09 COPY-  
CO. RECORDER

BK 8761 PG 7864



WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

1/10/03  
Date

3-8  
Lot No. or Street Address

CLIFFORD R. RAYL  
Name (Print or Type)

Clifford R. Rayl  
Signature

POOR COPY -  
CO. RECORDER

BK8761PG7865

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

1/2/03  
Date

1926 White Pine Way  
Lot No. or Street Address

Shelly Sessions  
Name (Print or Type)

Shelly Sessions  
Signature

POOR COPY  
CO. RECORDER

BK8761PG7866

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

1-24-03  
Date

408 7838 White Pine Way  
Lot No. or Street Address

Erik C. Swanson  
Name (Print or Type)

 1-24-03  
Signature

CO. RECORDER  
-PDR COPY-

BK8761PG7867

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

January 20 '03  
Date

7813 WHITE PINE WAY  
Lot No. or Street Address

LESLIE HUDSON  
Name (Print or Type)

Leslie M. Hudson  
Signature

COPY  
CO. RECORDER

BK 8761 PG 7868

Received 1-21-03

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

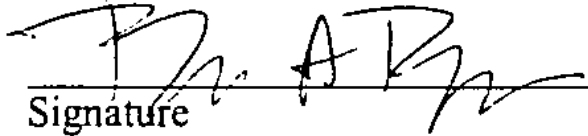
I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

21 JAN 2003  
Date

7842 S. WHITE PINE WAY  
Lot No. or Street Address

BRAD A. BOLA  
Name (Print or Type)

  
Signature

POOR COPY  
CO. RECORDER

BK8761PG7869

Received 1-21-03

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

1-04-03  
Date

938 E. WHITE PINE WAY  
Lot No. or Street Address

THOMAS D. GEORGE  
Name (Print or Type)

*Thomas D. George*  
Signature

RECORDER  
CO. CLERK

BK8761PG7870

Received 1-4-03

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12-21-02  
Date

944 White Pine Way  
Lot No. or Street Address

Brenda S. Christiansen  
Name (Print or Type)

Brenda S. Christiansen  
Signature

-PUB COPY-  
CO. RECORDER

BK 8761 PG 7871

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

12-19-02  
Date

7811 White Pine Way  
Lot No. or Street Address

Fay S. Ellison  
Name (Print or Type)

Fay S. Ellison  
Signature

CO. RECORDER

BK 8761 PG 7872



**WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV**

**BALLOT AND CONSENT**

*(Please mark a "✓" or an "X" in the "☐" to vote)*

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12/23/02  
Date

Lot # 4-10  
Lot No. or Street Address

Lynnette M. Holt  
Name (Print or Type)

Lynnette M. Holt  
Signature

CO. RECORDER  
-PUGH COPY-

BK 8761 PG 7873

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes    No

12/21/02  
Date

7812 White Pine Way  
Lot No. or Street Address

MOREEN H. MADSON  
Name (Print or Type)

Moreen H. Madson  
Signature

CO. RECORDER

BK8761PG7874

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

01.15.03  
Date

7830 S. White Pine Way (LOT VEE)  
Lot No. or Street Address

Shane Correllian  
Name (Print or Type)

  
Signature

POOR COPY  
CO. RECORDER

BK8761PG7875

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

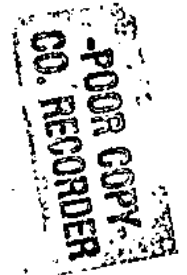
Yes     No

Jan. 18, 2003  
Date

930 E. White Pine Way  
Lot No. or Street Address

Deborah Holm  
Name (Print or Type)

Deborah Holm  
Signature



BK8761PG7876

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

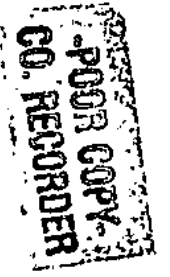
Yes    No

1-25-03  
Date

404  
Lot No. or Street Address

Rod Schmidt  
Name (Print or Type)

Rod Schmidt  
Signature



BK8761PG7877

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the Proposed Amendment of the By-Laws of White Pines Townhomes P.U.D. Phases III & IV:

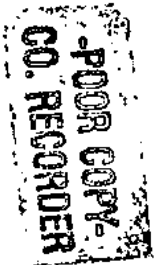
Yes    No

4 Jan 2003  
Date

6 - 7807<sup>S.</sup> White Pine Way  
Lot No. or Street Address

William L. Park & Ann P. Park  
Name (Print or Type)

William L. Park, Ann P. Park  
Signature



Two typos should be corrected. They are:

¶ f. p 9 "these" should be "their".

¶ 28. a) "he" should be "the".

I also noticed that Exhibits C and D were not attached. These are plat maps. I assume they will be included in the final document that is recorded with the Salt Lake County Recorder's office.

BK8761PG7878

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the proposed Amendment of the Bylaws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

FEB. 4, 2003  
Date

7819 S. NORFOLK  
Lot No. or Street Address

ANNE YAJES  
Name (Print or Type)

\_\_\_\_\_  
Signature

\* NON-RESPONSE CLAUSE

*BmATM*  
PRES. HOA  
2/4/3

Vertical stamp: Voted



*Gates*

FE

# Track & Confirm

## Delivery Status

You entered 7001 1140 0004 7535 2194

Your item was delivered at 3:25 pm on December 19, 2002 in SANDY, UT 84094.

## Track & Confirm

Enter label number:

\_\_\_\_\_

[Track & Confirm FAQs](#)



POSTAL INSPECTORS  
Preserving the Trust

[site map](#) [contact us](#) [government services](#)  
Copyright © 1999-2002 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)



POOR COPY  
GO REORDER

BK 8761 PG 7880



e) No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of first refusal or similar restriction.

31. Amendment. This Declaration may be amended as follows:

35

a) Consent of the Owners. The affirmative vote of at least sixty-seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Plat Map. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained; and

b) Consent of Eligible Mortgagees. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following: (1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (3) reductions in reserves for maintenance, repair, and replacement of the Common Areas; (4) insurance or fidelity bonds; (5) limitations and restrictions on the right to use the Common Areas; (6) responsibility for maintenance and repairs; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) the boundaries of any Lot; (9) the percentages of ownership interest in the Common Areas; (10) convertibility of a Lot into Common Areas or Common Areas into a Lot; (11) the imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (12) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (13) the requirement that the Project be professionally managed rather than self-managed. Any addition or amendment shall not be considered material if it is for clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Map is required shall be mailed, postage prepaid, to the address for such Mortgagee shown on the list

maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

32. Notice and Hearing. If a Lot Owner or resident is charged with a material violation of the Project Documents, then:

a) Notice. Written notice specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard shall be provided by the Management Committee. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing

BK8320PG3661

FILED AS RECEIVED  
CO. RECORDER

POOR COPY  
CO. RECORDER

BK8761PG7881

BK8320

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the proposed Amendment of the Bylaws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

FEB. 4, 2003  
Date

926 E. WHITE PINE WAY  
Lot No. or Street Address

JIM & LISA CONFORTI  
Name (Print or Type)

\_\_\_\_\_  
Signature

\* NON-RESPONSE CLAUSE

*[Handwritten Signature]*  
PRES. HOA  
2/4/3

POOR COPY  
CO. RECORDER

BK8761PG7882



Conforti

Hi

# Track & Confirm

## Delivery Status

You entered 7001 1140 0004 7535 2293

Your item was delivered at 3:20 pm on December 23, 2002 in SANDY, UT 84094.

[Shipment History >](#)

## Track & Confirm

Enter label number:

[Go](#)

[Track & Confirm FAQs](#)

[Go >](#)



POSTAL INSPECTORS  
Preserving the Trust

[site map](#) [contact us](#) [government services](#)  
Copyright © 1999-2002 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)

COPIES  
COPY  
CO. RECORDER

BK8761PG7883

e) No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of first refusal or similar restriction.

31. Amendment. This Declaration may be amended as follows:

35

a) Consent of the Owners. The affirmative vote of at least sixty-seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Plat Map. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained; and

b) Consent of Eligible Mortgagees. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following: (1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (3) reductions in reserves for maintenance, repair, and replacement of the Common Areas; (4) insurance or fidelity bonds; (5) limitations and restrictions on the right to use the Common Areas; (6) responsibility for maintenance and repairs; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) the boundaries of any Lot; (9) the percentages of ownership interest in the Common Areas; (10) convertibility of a Lot into Common Areas or Common Areas into a Lot; (11) the imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (12) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (13) the requirement that the Project be professionally managed rather than self-managed. Any addition or amendment shall not be considered material if it is for clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Map is required shall be mailed, postage prepaid, to the address for such Mortgagee shown on the list

maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

32. Notice and Hearing. If a Lot Owner or resident is charged with a material violation of the Project Documents, then:

a) Notice. Written notice specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard shall be provided by the Management Committee. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing

BK8320PG3661

FILMED AS RECEIVED  
CO. RECORDER

-POOR COPY-  
CO. RECORDER

Pg. 7884 BK8761PG7884  
BK8320

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the proposed Amendment of the Bylaws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

FEB 4, 2003  
Date

7810 NORFOLK PINE  
Lot No. or Street Address

KRISTEN BRUNDLE  
Name (Print or Type)

\_\_\_\_\_  
Signature

PGOR COPY  
CO. RECORDER

\* NON-RESPONSE CLAUSE  
*[Signature]*  
PRES. HOA  
2/4/3

(3) YES VOTES

BK8761PG7885

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the proposed Amendment of the Bylaws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

FEB. 4, 2003  
Date

935 E. WHITE PINE WAY  
Lot No. or Street Address

KRISTEN BRENDLE  
Name (Print or Type)

\_\_\_\_\_  
Signature

\* NON-RESPONSE CLAUSE  
*[Handwritten Signature]*  
PRES. HOA  
2/4/3

CO. RECORDER  
-P00N COPY-

BK8761 PG7886

WHITE PINES TOWNHOMES P.U.D.  
PHASES III & IV

BALLOT AND CONSENT

(Please mark a "✓" or an "X" in the "☐" to vote)

I am in favor of the proposed final draft of the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated December 12, 2002 and the proposed Amendment of the Bylaws of White Pines Townhomes P.U.D. Phases III & IV:

Yes     No

FEB. 4, 2003  
Date

952 E. WHITEPINE WAY  
Lot No. or Street Address

KRISTEN BRUNDLE  
Name (Print or Type)

\_\_\_\_\_  
Signature

PGOR COPY  
CO. RECORDER

\* NON-RESPONSE CLAUSE  
*[Signature]*  
PRES. HOA  
2/4/3

BK8761PG7887



Brendle

H

# Track & Confirm

## Delivery Status

You entered 7001 1140 0004 7535 2316

Your item was delivered at 11:50 am on December 19, 2002 in DRAPER, UT 84020.

[Shipment History >](#)

## Track & Confirm

Enter label number:

Go

[Track & Confirm FAQs](#)

Go >



POSTAL INSPECTORS  
Preserving the Trust

[site map](#) [contact us](#) [government services](#)  
Copyright © 1999-2002 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)

POOR COPY  
CO. RECORDER

BK8761PG7888



e) No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of first refusal or similar restriction.

31. Amendment. This Declaration may be amended as follows:

35

a) Consent of the Owners. The affirmative vote of at least sixty-seven percent (67%) of the Owners shall be required and shall be sufficient to amend the Declaration or the Plat Map. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the required vote for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained; and

b) Consent of Eligible Mortgagees. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following: (1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (3) reductions in reserves for maintenance, repair, and replacement of the Common Areas; (4) insurance or fidelity bonds; (5) limitations and restrictions on the right to use the Common Areas; (6) responsibility for maintenance and repairs; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) the boundaries of any Lot; (9) the percentages of ownership interest in the Common Areas; (10) convertibility of a Lot into Common Areas or Common Areas into a Lot; (11) the imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (12) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (13) the requirement that the Project be professionally managed rather than self-managed. Any addition or amendment shall not be considered material if it is for clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Map is required shall be mailed, postage prepaid, to the address for such Mortgagee shown on the list

maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

32. Notice and Hearing. If a Lot Owner or resident is charged with a material violation of the Project Documents, then:

a) Notice. Written notice specifying the nature of the violation (and providing any other appropriate information) and stating the time, date and place that the Member will have an opportunity to be heard shall be provided by the Management Committee. Written notice shall be given at least fifteen (15) days prior to the date set for the hearing

BK8320PG3661

FILED AS RECEIVED  
CO. RECORDER

PG# 3661  
CO. RECORDER

BK 8761 PG 7889  
BK 8761 PG 7889  
BK 8320