

**SECOND AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF PAGES PLACE,
A Planned Unit Development**

THIS SECOND AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PAGES PLACE, A PLANNED UNIT DEVELOPEMENT (this "Declaration") is hereby adopted by Pages Place Owners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit A** attached hereto ("Property").

(B) The Project consists of three phases: Phase 1 consists of four (4) Buildings, with each Building containing four (4) Units for a total of sixteen (16) Units; Phase 2 consists of four (4) Buildings, with each Building containing four (4) Units for a total of sixteen (16) Units; and Phase 3 consists of two (2) Buildings, one (1) Building containing four (4) Units and the other Building containing five (5) Units, for a total of nine (9) Units.

(C) On or about June 21, 2000, a Plat Map depicting the Pages Place PUD Phase 1 was recorded in the Davis County Recorder's Office as Entry No. 1599011.

(D) On or about June 21, 2000, a Condominium Declaration for Pages Place PUD Phase 1 ("Enabling Declaration") was recorded in the Davis County Recorder's Office as Entry No. 1599012.

(E) On or about August 12, 2005, a Plat Map depicting the Pages Place PUD Phase 2 was recorded in the Davis County Recorder's Office as Entry No. 2104483.

(F) On or about September 12, 2005, a First Amendment to the Condominium Declaration for Pages Place PUD was recorded in the Davis County Recorder's Office as Entry No. 2104484.

(G) On or about January 9, 2006, a Plat Map depicting the Pages Place PUD Phase 3 was recorded in the Davis County Recorder's Office as Entry No. 2136822.

(H) On or about October 18, 2013, a First Amended & Restated Condominium Declaration for Pages Place Condominiums was recorded in the Davis County Recorder's Office as Entry No. 2772564 ("First Amended Declaration").

(I) The Plats identify that the Property is a Planned Unit Development and not a "condominium". The Association desires to clarify in this Declaration that the Property is in fact a planned unit development, governed by the Utah Community Association Act.

(J) The Association and its Members, consistent with the First Amended Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(K) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Project. Common Areas and Limited Common Areas are those areas that are depicted in the recorded Plat or as described in this Declaration.

(L) The Association and its Members desire that the Board file with the Utah Department of Commerce the Articles of Incorporation. The Association and its Members hereby authorize and approve filing the Articles of Incorporation of Page Place Owners Association, Inc. ("Articles"), a copy of which has been previously provided to and approved by the Owners. Prior to this Declaration, the Association has operated as an unincorporated homeowners' association.

(M) The Association and its Members desire that the Board adopt the Amended & Restated Bylaws for the Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Pages Place Owners Association, Inc., a copy of which is attached hereto as **Exhibit "B"** ("Bylaws"), which shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

CERTIFICATION

(N) Pursuant to Article 13.01 of the First Amended Declaration and Utah Code § 57-8a-104, written approval was obtained from at least 67% of the total ownership, approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(O) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Community Association Act, Utah Code Ann. § 57-8a-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(P) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

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

(A) “Act” means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et. seq.*

(B) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(C) “Articles” shall mean the Articles of Incorporation for the Association, as amended from time to time.

(D) “Association” shall mean PAGES PLACE OWNERS ASSOCIATION, INC. and as the context requires, the officers or directors of that Association.

(E) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of the Association. The Board shall function as the architectural control committee until such time as the Board elects to form a separate architectural control committee.

(F) “Bylaws” shall mean the Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit “B.”** No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(G) “City” shall mean Bountiful City, Utah and its appropriate departments, officials and committees.

(H) “County” shall mean Davis County, Utah and its appropriate departments, officials and committees.

(I) “Common Area(s)” shall mean all property designated on the recorded Plat(s) as Common Area(s) or described within this Declaration as Common Area(s), being owned or intended ultimately to be owned by the Association for the common use and enjoyment of all Owners, together with all improvements or structures thereon and all of the easements appurtenant thereto, including, but not limited to: private streets, visitor parking areas, open space, open areas around the Units, detention basin, perimeter fencing (if any), and other facilities for the common benefit of Owners. The Association shall maintain the Common Area(s).

(J) “Common Expenses” means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas (and any Limited Common Areas that are the responsibility of the Association); (B) providing facilities, utilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act

(K) “Declaration” shall mean this Second Amended & Restated Declaration of Covenants, Conditions and Restrictions for Pages Place, a Planned Unit Development, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(L) “Governing Documents” shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(M) “Improvement” shall mean all structures, buildings, Units, residences, garages, walkways, retaining walls, driveways, roads, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(N) “Limited Common Areas” shall mean all property designated on the recorded Plat, Association Maps, or as described in this Declaration as Limited Common Area, being owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Lots but fewer than all of the Lots, generally including the driveways.

(O) “Lot” shall mean any numbered building lot shown on any official and recorded Plat(s) of all or a portion of the Project, including any Unit or Improvement constructed thereon. If the Project contains Units that share a Party Wall, Lot may also refer to each individually, owned Unit.

(P) “Manager” shall mean any entity or person engaged by the Board of Directors to manage the Project.

(Q) “Owner” shall mean and refer to the Person or Persons who are vested with record title to a Lot, and whose interest in the Lot is held in fee simple, according to the records of the Davis County Recorder’s Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Lot and an Owner shall be deemed a “Member” of the Association.

(R) “Person” shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(S) “Plat(s)” shall mean an official and recorded plat of Pages Place PUD in the Davis County Recorder’s Office, as it may be amended from time to time.

(T) “Private Streets” shall mean and refer to all of the roads and streets within the Project that are designated on the Plat(s) as private streets. Private Streets shall for all purposes be deemed to be Common Areas.

(U) “Project” or “Subdivision” shall mean all phases of Pages Place PUD and all Lots, Units, Common Areas, Limited Common Areas and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(V) “Property” shall have the meaning set forth in the Recitals.

(W) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(X) “Unit” shall mean the residential dwelling, including the physical structure itself, whether attached or detached from other residences, porches, patios and any fencing surrounding the patio area, and walkways from the porch/patio to individual driveways, , together with all Improvements used in conjunction with such Unit such as: appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit whether located within or without said Unit. All laterals, pipes, wires, conduits, or other public utility installations located within a Unit shall be considered part of the Unit. All laterals, pipes, wires, conduits, or other utility installations located outside of a Unit but serving only that Unit shall also be maintained by the Owner.

ARTICLE II **EASEMENTS**

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may

temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive drainage and utility easement in and to the Limited Common Area. With the exception of the rights and easements granted to the Association, the Owner(s) of a Lot shall have the exclusive use of all Limited Common Area appurtenant to their Lot in conjunction with the appurtenant Owners sharing that same driveway.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service; and

(d) The right of the Association to dedicate or transfer any part of the Common Areas for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by the Owners of at least sixty-seven percent (67%) of the Lots. No such dedication or transfer, however, may take place without the Association first receiving written approval from City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through

the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

2.5 Easements for Encroachments. If any part of the Common Area, Limited Common Area, or Unit now existing encroaches upon any Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If such Improvement shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Lot or upon any portion of the Common Area or Limited Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Lots, Common Area and Limited Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;
- (b) For correction of emergency conditions on one or more Lots or on portions of the Common Area and Limited Common Area; and
- (c) For the purpose of enabling the Association or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties.

ARTICLE III
COMMON AREAS, LIMITED COMMON AREAS, UNITS & MAINTENANCE
RESPONSIBILITIES

3.1 Maintenance of Common Areas by the Association. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair and replacement of the Common Areas, which generally includes the following:

- (a) Asphalt repair, maintenance and replacement of private roads and parking areas within the Project;
- (b) Repair, maintenance and replacement of any entry, gate and any perimeter

- fencing in the Project;
- (c) Light Poles (if any);
- (d) Community mailboxes (if any);
- (e) Private utility lines/infrastructure that serves more than one Unit that are not maintained by the City or County.
- (f) The Association shall perform general landscaping maintenance in the Project as originally installed by the developer including the areas surrounding the Unit, which will generally include mowing, edging, blowing of grass, raking and disposal of leaves. The Association shall maintain the original sprinkler system, as originally installed. Owner is responsible for any approved changes in sprinkler system, or other modifications to the landscaping from the original installation. The Association may adopt Rules to add further detail with regard specific landscape maintenance provided by the Association and those responsibilities of Owners concerning such items including, but not limited to: gardens, flowerbeds, and other landscaping elements. Prior written permission must be obtained by the Board to materially modify exterior landscaping on any Unit.
- (g) Owners that have enclosed the patio or other areas through approved fencing shall be responsible to maintain such fencing and the enclosed area;
- (h) The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from private roads and other relevant Common Areas and driveway. Owners shall be responsible for removing snow from other applicable areas. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. Notwithstanding the above, the Board may by resolution make specific adjustments with regard to snow removal, that could include adjust to driveway service and other relevant areas.

3.2 Association's Responsibility for Maintenance, Repair and Replacement of the Units:

- (a) Roofs, rain gutters, downspouts, and window wells;
- (b) Laterals, sewer and drainage pipes, water, and utility lines to the extent said utilities or pipes serve two or more Units; and
- (c) Outside exterior surfaces of Units.

3.3 Maintenance of Limited Common Areas (including driveways). Owners of adjacent Limited Common Areas, such as driveways, shall be equally responsible for the repair, maintenance and replacement of Limited Common Areas.

3.4 Owner's Maintenance Responsibilities. All components of the Lots and Units, not expressly identified as an Association responsibility above, shall be the responsibility of the respective Owner including, but not limited to:

- (a) Structural elements of the Unit;
- (b) Foundations and concrete pads;
- (c) Interiors of the Unit;
- (d) Entryways, walkways serving the Unit, decks, patios, balconies, porches and gates;
- (e) Any exterior glass, skylights, windows, window frames, doors, door frames and garage doors.
- (f) Laterals, sewer and drainage pipes, wiring, power, water and other utility lines to the extent located within an Owner's Unit or serving only that Owner's Unit; and
- (g) Plumbing fixtures, fans, stoves, refrigerators, appliances, heaters, furnaces, fireplaces, vents, chimneys, HVAC systems, compressors, condensers, ducting, air conditioning, water spigots, lighting fixtures, pipes and similar appliances, fixtures and pipes that exclusively serve an Owner's Unit(s).

Owners shall maintain their Units and Lots in a clean, sanitary, attractive and marketable condition, free of rodents and pests, at all times. No Owner shall permit his Lot or the Improvements thereon to fall into a state of disrepair.

3.5 Repairs by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within fifteen (15) days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts may bear interest from the date advanced at the lawful judgment rate under applicable state law.

3.6 Alterations of Exterior Appearance. Owners shall maintain their Lots and Improvements in substantially the same condition and appearance that existed when initially constructed. No subsequent, exterior alterations, Improvements, or remodeling without the advance written approval of the Board.

3.7 Fencing. Any installation of fencing must be approved by the Board. Owner is responsible to take the necessary steps to determine the legal boundaries of his/her lot when applicable.

ARTICLE IV
PARTY WALLS

4.1 **Insurance.** The existence of Party Walls within the Subdivision will require blanket property insurance coverage as required by the Governing Documents and/or Act.

4.2 **General Rules of Law to Apply.** Each wall which comprises a portion of a Unit and which is built as a part of the original construction upon the Property and placed on the boundary line between any Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4.3 **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

4.4 **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4.5 **Weatherproofing.** Notwithstanding any other provision of this section, an Owner who by his negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

4.6 **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE V
MEMBERSHIP

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one Person, the membership appurtenant to that Lot shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Lot is held.

ARTICLE VI
VOTING

6.1 The Association shall have one class of voting membership, and each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot.

ARTICLE VII
HOMEOWNER ASSOCIATION

7.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner

or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Lot(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out its functions. Assessments shall be levied against all Lots in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (ii) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

(b) **Special Assessment.** The Association may levy special assessments for the purpose of defraying, in whole or in part: any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments. The Board may levy a special assessment of up to 10% of the total annual assessment amount without prior approval from Owners. If a special assessment is needed in excess of that percentage, the Board must receive prior approval from at least 51% of Owners.

(c) **Individual Assessment.** The Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Subdivision or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney

fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) **Reserve Fund Assessment.** The Association may levy a reserve fund assessment, as set forth in this article.

(e) **Other Assessments.** The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.4 **Budget.** The Board is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.5 **Reserve Fund Analysis.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
- (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 **Reserve Fund Account Creation.** The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 **Reinvestment Fee.** A Reinvestment Fee of up to one-half (1/2) of one percent (0.05%) of the sales price of a Unit shall be paid to the Association at the time of transfer of ownership of a Unit, unless a lesser amount is adopted by the Board. Such amount shall be in addition to any pro rata share of Assessments due and adjusted at settlement. The existence of this Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property

and the Association by facilitating the administration, operation, and maintenance of the Common Areas and facilities.

7.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Lot for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.12 Payoff Information. When a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

7.13 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

7.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the

Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms and may also serve as officers of the Association.

7.17 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VIII
NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date & Late Charges. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 5th of each month. The Board may charge a late fee in an amount set by the Board, credit card convenience fees, paper statement fees and other related charges. In addition to late fees, interest shall accrue on all unpaid balances at 18% per annum or 1.5% per month. The Board may also impose attorney fees and other reasonable charges imposed by a Manager or attorney related to collections.

8.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

8.4 Foreclosure. The Association shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

8.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

ARTICLE IX
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments and late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X
ARCHITECTURAL RESTRICTIONS

10.1 Approved Plans. The Board must provide prior, written approval of all plans for construction or remodeling within the Subdivision, which plans must be Harmonious with existing Improvements and the existing character within the Subdivision. The Board shall determine, in its sole discretion, whether the proposed Improvements will be Harmonious.

- (a) “Harmonious” shall refer to Improvements and structures within the community that are consistent with the existing character, architectural style, colors, and theme as other Improvements in the community so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements.

10.2 Unit Construction & Materials. The Board may adopt Rules with regard to allowed construction colors, materials, appearance etc.

10.3 Landscaping. No landscaping may be modified or changed, without the express written consent of the Board.

10.4 Temporary Structures. No structure of a temporary character, trailer, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence, either temporarily or permanently.

10.5 Variances. The Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or result in direct violation of the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

10.6 Board Not Liable. The Board shall not be liable to the applicant for any damages, or to the Owners of any Lots within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board as a result of the performance or failure to perform the duties created by this section.

10.7 Limitations on Review. The Board's review is limited to those matters expressly granted in this Declaration. The Board shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Board prior to construction.

ARTICLE XI **USE LIMITATIONS & RESTRICTIONS**

11.1 Single Family Use. "Single Family" shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household related to each other by blood, adoption or marriage, or a group of unrelated individuals of not more than two persons per bedroom.

11.2 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project and may not noticeably increase the traffic flow to the Project.

11.3 Combination of Lots. No Lot may be combined with another Lot without the consent of the Board.

11.4 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the Board.

11.5 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity

within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

11.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Units.

11.7 No Hazardous Activity. No activity may be conducted on any Lot that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained).

11.8 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

11.9 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

11.10 Livestock, Poultry and Pets. No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control (maximum of three). "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Unit of the Owner, or within confines on the premises of the Owner. Pet owners shall promptly remove and dispose of all feces emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. Failure to abide by these conditions shall result in fines and further legal action, as authorized by the Board. All restrictions and rules as set forth by the City with respect to animals are hereby incorporated by this reference. The Association may also defer to the City for enforcement of violations of animal rules where appropriate. The Association may adopt further rules governing animals, including service and assistance animals in the Project.

11.11 Vehicles & Parking. The Association may adopt Rules and policies governing the

parking of vehicles in the Project.

11.12 Exterior Antennas and Satellite Dishes. Only active dishes and antennas may be installed on the Unit, in a Board pre-approved location, consistent with federal law. Prior service or services not in use that necessitated a dish or antenna must be removed immediately upon the cessation of the service at the expense of the Owner. An Owner is first required to utilize existing cables, satellite dishes, antennas and related structures before installing any new hardware to the exterior of the Unit or building. Prior approval from the Board as to the location of new satellite dishes, antennas, cables and related hardware is required.

11.13 Firearms, Incendiary Devices and Graffiti. The use of firearms, fireworks, and incendiary devices or the painting or graffiti within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, air soft guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

11.14 Outdoor Clothes, Washing and Drying. No exterior clotheslines shall be erected or maintained.

11.15 Awnings. Awnings, "lean-tos", or patio covers shall not be permitted on any Lot, without the prior approval of the Board. Shade structures of other materials shall be installed only with the prior written consent of the Board.

11.16 Garage Doors. Garage doors should be in good working condition and should be closed at all times when not being presently utilized to access vehicles or other items from the garage. Inoperable or damaged garage doors shall be repaired within 30 days of the damage or interruption in its operation. Garage doors may be left partially open up from the cement driveway in order to allow airflow to the area.

11.17 Energy Conservation & Solar Equipment. Given the Association's responsibility for maintenance of roofs and landscaping, no solar energy panel, device, solar energy collectors, other energy conservation equipment or attendant hardware shall be installed within the Property.

11.18 Recreational Equipment. Basketball hoops, standards, and swing sets shall not be permitted. Other backyard toys, equipment, swing sets, birdhouses, fountains, yard art, and patio furniture shall be located only in backyards and shall be no greater than six (6) feet in height with the exception of a patio umbrella which shall be retractable. Well maintained lawn furniture may be located upon backyard and front patios.

11.19 Window Treatments. Window treatments for those portions of Units facing Private Streets shall be well maintained. Any tinting of windows required written approval from the ACC.

11.20 Signs and Flags. No signs or flags whatsoever shall be erected or maintained on any Lot or within the Project except:

- a. Such signs as may be required be legal proceedings.
- b. Political signs as defined by Utah Code, subject to number, time, size, manner and other reasonable restrictions imposed by the Association.
- c. A "For Sale" or "For Rent" sign consistent with rules adopted by the Board.
- d. National and State flags consistent with federal law and rules adopted by the Association. No flagpole may be installed without approval from the ACC.
- e. Reasonable temporary signs and flags permitted, with approval from the Board, and must not interfere with the landscaping. The Board may adopt policies with further rules and restrictions for signs in the community.

11.21 Trash Containers and Collection. The Association may adopt Rules and policies governing the collection and dispose of garbage in the Project.

ARTICLE XII RENTAL/LEASE RESTRICTIONS

12.1 Rental/Lease Restrictions.

- (a) Daily, nightly, weekly or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers.
- (b) An Owner may not lease less than the entire Unit for an otherwise qualifying Unit.
- (c) A resident/tenant may not sublet a Unit.
- (d) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least twelve months, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.
- (e) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least ten (10) days prior to occupation of the Unit by the non-owner occupant.
- (f) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar

such action, with the purpose of removing the offending non-owner occupant. The Association, Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

- (g) Violations of the provisions of this Article shall result in the imposition of a fines, as allowed by the Utah Community Association Act.

12.2 Maximum Number of Rental Units. As of the date of this recording, there are thirteen (13) non-owner occupied Units, which are identified in the records of the Association (collectively “Existing Rental Units”). With the exception of those Units that are exempt pursuant to Article 12.3, no addition Units may be rented or leased in the community. Given the current status of the Existing Rental Units, the current rental cap in the Association is 13 Units or 32%. It is the Association’s intent to lower this percentage over time, as the Existing Rental Units are either sold or the owner(s) re-occupy the Units until a maximum of seven (7) Units or 17% is achieved.

- (a) The ability to lease an Existing Rental Unit expires when: (1) the Unit Owner or other person holding an ownership interest in said Unit occupies the Unit, or (2) a transfer in ownership of the Unit occurs.
- (b) The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit once the Association is under the 17% cap.

12.3 Exemptions. The following individuals are exempt from the rental cap:

- (i) A Unit Owner in the military for the period of the Unit Owner’s deployment;
- (ii) A Unit occupied by a Unit Owner’s parent, child or sibling;
- (iii) A Unit Owner whose employer has relocated the Unit Owner for less than two years; and
- (iv) A Unit owned by a trust or other entity created for estate planning purposes if the trust or entity was created for the estate of a current resident of the Unit; or the parent, child, or sibling of the current resident of the Unit.

12.4 Rules. The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-owner-occupied Units and the occupants of those Unit, including requiring informational forms to

be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and

- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

ARTICLE XIII INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) “Covered Loss” means a loss, resulting from a single event or occurrence that is covered by the Association’s property insurance policy.
- (2) “Unit Damage” means damage to a Unit.
- (3) “Unit Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

13.2 Property Insurance.

(a) Hazard Insurance.

- (i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and facilities, Limited Common Areas and Units. [The Association does not provide any insurance for vehicles within the Property.]

(1) Subject to the provisions of Utah Code § 57-8a-405, a blanket policy of property insurance or guaranteed replacement cost insurance on the physical structure of all Dwellings, Common Areas and Limited Common Areas appurtenant to a Dwelling within the Property, insuring against all risks of direct physical loss commonly insured against, including fire and extended perils.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

(d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

13.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The

Association shall obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy. Further, the Association shall not be responsible for the intentional, tortious action of any owner, occupant, guest or invitee.

13.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

13.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

ARTICLE XIV
DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XV
DISBURSEMENT OF PROCEEDS

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI
REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII
CONDEMNATION

17.1 Whenever all of any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies

available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

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

18.3 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.4 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

18.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

18.6 Amendment. This Declaration may be amended by approval of at least fifty-one percent (51%) of all Members eligible to vote.

18.7 Constructive Notice. Every person who owns, occupies or acquires any right, title

or interest in any Lot in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Lot, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Lot.

18.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

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

PAGES PLACE OWNERS ASSOCIATION, INC.

By: _____
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF _____)

On this _____ day of _____, 2021, personally appeared before me _____, who being by me duly sworn, did say that he/she is a Board Member of Page Place Owners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

Exhibit A
Legal Description