

When Recorded, Return to:

09-376-0001 through 0138

**AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
& RESERVATION OF EASEMENTS  
for  
GREYHAWK TOWNHOMES SOUTH PRUD**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GREYHAWK TOWNHOMES SOUTH PRUD (this "Declaration") is hereby adopted by Greyhawk Homeowners 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) On or about January 30, 2009, a Plat Map depicting the Greyhawk Townhomes South PRUD was recorded in the Davis County Recorder's Office, as Entry No. 2419618 ("Plat").

(C) The Plat provides that: (1) individual utility laterals are owned and maintained by Owners; (2) the lowest garage finished floor elevation = 4836.75; (3) NFPA 13d fire suppression systems must be installed in Dwellings: 11 through 56, 95 through 127, 136, and 137; (4) all storm drain, land drain, sewer, and water mains located within the private streets and private areas are to be owned and maintained by the Association; and (5) the following streets are private drives and are designated public utility easements: Whitetail Way, Whitetail Drive, Peregrine Way, Swallowtail Way.

(D) On or about January 30, 2009, a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Greyhawk Townhomes South PRUD ("Enabling Declaration") was recorded in the Davis County Recorder's Office, as Entry No. 2419619.

(E) On or about June 18, 2009, an Addendum to Greyhawk Townhomes South PRUD Covenants, Conditions and Restrictions ("Addendum") was recorded in the Davis County Recorder's Office as Entry No. 2460551.

(F) The Association and its Members, consistent with the Enabling 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.

(G) 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 are those areas that are depicted as Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration.

(H) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation of the Greyhawk Homeowners Association, Inc. ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(I) 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 Greyhawk Homeowners 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**

(J) Pursuant to Article 27 of the Enabling Declaration, Owners of record holding not less than sixty-seven percent (67%) of the total voting power of the Association, provided their approval or written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

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

(K) 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.

(L) 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) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles.

(C) “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.

(D) “Articles” shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(E) “Association” shall mean GREYHAWK HOMEOWNERS ASSOCIATION, INC. and as the context requires, the officers or directors of that Association.

(F) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of the Association.

(G) “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.

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

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

(J) “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:

- i) Private streets, entryway, curbing;
- ii) Open space, perimeter fence, community light poles, community mailboxes;
- iii) Sidewalks and walkways;
- iv) Community parking facilities;
- v) Utility installation and equipment serving more than one Dwelling and not maintained by the City or County; and
- vi) Detention basins, and all other parts of the Project 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. The Association shall maintain the Common Area(s).

(K) “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; (B) providing facilities, 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

(L) “Declaration” shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Greyhawk Townhomes South PRUD together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) “Dwelling” shall mean a structure which is designed and intended for use and occupancy as a single family residence, whether attached or detached from other residences, together with all Improvements used in conjunction with such residence, 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 Dwelling. Patios, decks and porch areas serving a Dwelling shall constitute part of the Dwelling. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Dwelling or serving only the Dwelling shall be part of the Dwelling.

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

(O) “Improvement” shall mean all structures, Dwelling and appurtenances of every type and kind, including but not limited to buildings, single family homes, dwellings, residences, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(P) "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.

(Q) "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 Dwelling or Improvement constructed thereon. If the Project contains Dwellings that share a Party Wall, Lot may also refer to each individually, owned Dwelling.

(R) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) "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 whole or in part) 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.

(T) "Permittee" shall mean and refer to a resident, tenant, renter, lessee, invitee or guest of an Owner.

(U) "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.

(V) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of Greyhawk Townhomes South PRUD in the Davis County Recorder's Office, as it may be amended from time to time.

(W) "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.

(X) "Project" shall mean all phases of Greyhawk Townhomes South PRUD and all Lots, Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(Y) "Property" shall have the meaning set forth in the recitals.

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

## 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 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 to any public agency or authority 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 and/or County pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

2.3 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. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.4 Easements for Encroachments. If any part of the Common Area now existing upon any Lot or hereinafter constructed by Association encroaches upon a Lot, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area improvement on any Lot 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 due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.5 Easement in Favor of Association. The Lots and 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) “Landscape Easement” shall mean those areas upon each Lot other than area of the Dwelling in which the Association has retained an easement to approve, control and maintain landscaping for the benefit of all Owners of Lots within the Property.

(b) For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(c) For inspection, maintenance, repair and replacement of portions of the Common Area;

(d) For correction of emergency conditions on one or more Lots or on portions of the Common Area;

(e) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge

during reasonable hours their respective rights, powers and duties;

(f) For inspection during reasonable hours of the Lots and Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

### **ARTICLE III**

#### **COMMON AREAS, DWELLINGS & 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 Area, which generally includes the following:

- (a) Asphalt repair, maintenance and replacement of private roads and visitor parking areas within the Project;
- (b) Repair, maintenance and replacement of any entry and perimeter fencing in the Project;
- (c) Light Poles;
- (d) Community mailboxes (if any);
- (e) Walkways and sidewalks;
- (f) Private utility lines/infrastructure that serves more than one Lot that are not maintained by the City or County.
- (h) Landscaping. The Association shall perform general landscaping maintenance throughout the Subdivision, including Common Areas and the front, side and backyard of Lots. This 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 items such as, but not limited to: gardens, flowerbeds, bushes, trees, and similar landscaping elements. Prior written permission must be obtained by the ACC to materially modify exterior landscaping on any Dwelling.
- (i) Association Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from private roads, sidewalks, and other relevant Common Areas. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. To the extent permitted by law, the Association shall not be liable for said third party's work in removal of snow in the community.



- (j) Driveway Snow Removal. The Association is currently contracting to provide for snow removal for driveways in the community. This represents a significant cost to the Association. As of the date this Declaration is recorded, there is a split in opinion as to whether Owners or the Association should be responsible for snow removal on driveways in the community. Accordingly, the responsibility of snow removal for driveways shall continue to be performed by the Association until such responsibility is amended or modified by the affirmative vote of Owners representing not less than fifty-one (51%) percent of the total eligible votes of the Association. No meeting shall be required if written consent is obtained from the requisite number of Owners.

3.2 Association's Responsibilities for Exterior Maintenance of Dwellings. The Association shall maintain, repair and replace the following components associated to Dwelling in the Subdivision.

- (a) Roofs, rain gutters and downspouts;
- (b) Exterior surfaces and walls;
- (c) Sidewalks; and
- (d) Driveways.

3.3 Owner's Responsibility for Maintenance of Dwelling. Owners shall be responsible for all other maintenance of Dwellings and Improvements on Lots, not specifically listed in the sections above, in good order and repair including, but not limited to: doors, doorframes and garage doors, porches, patios and decks, any preapproved awning, patio enclosure, or other approved improvement added to the exterior of the Dwelling, windows, window frames, window wells, skylights, glass, cement slabs within the Dwelling or garage, and all other components not specifically maintained by the Association. Owners shall be responsible for removing snow from entryways, porches, and patio areas on their Lot.

For the convenience of Owners, a Maintenance Chart is included as **Exhibit C**. In the event of a conflict between the Maintenance Chart and Article III, Article III shall control.

3.4 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.

3.5 Fencing. No other fencing shall be allowed by Owners with the exception of preapproved fencing of the concrete rear patio area consistent with the style and material of existing fencing within the community.

#### **ARTICLE IV** **PARTY WALLS**

4.1 Party Wall Repair and Maintenance. Each Dwelling that shares one or more Party Wall(s), will also share elements of a common roof, a common exterior wall, or other common exterior elements with adjacent Dwelling(s). The Owners acknowledge that certain repairs or maintenance to Dwellings with a Party Wall(s) may become necessary, which repairs or maintenance may not be able to be performed on one Dwelling only. Accordingly, Owners that have party wall should cooperate with the adjoining owner in undertaking repairs that will impact the adjoining Dwelling. Owners owe corresponding duties of care and maintenance with respect to Party Walls.

4.2 Party Wall Insurance. The existence of Party Walls within the Project requires blanket property insurance coverage as required by the Governing Documents and/or Act on all attached Dwellings.

#### **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 Only an Owner that is current on all assessments and/or other fees shall be entitled to vote at any annual or special meeting.

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 (with the exception of water, sewer, power and natural gas); (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 Dwelling 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 Dwelling at the time the assessment falls due. No Owner may exempt himself or his Dwelling from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Dwelling. In a voluntary conveyance of a Dwelling, 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 Dwelling 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: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Special Assessments in excess of twenty percent (20%) of the annual assessment shall be approved by at least fifty-one percent (51%) of owners.

(c) Individual Assessment. In addition, the Association may levy individual assessments on every Dwelling, 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 Dwelling(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. Individual Assessment could include a charge levied by the Board against an Owner or Permittee for all expenses resulting from the act or omission:

- i. The act or negligence of any Permittee shall be deemed to be the act or negligence of the Owner responsible for the Permittee.
- ii. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner or Permittee;
- iii. The cost to repair any damage to any portion of the Project on account of loss or damage caused by such Owner or Permittee; or
- iv. the cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Owner or Permittee, or resulting from the breach by such Owner or Permittee of any provisions of the Project Documents;
- v. Any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Owner or Permittee which the Association is or shall be required or entitled to collect on behalf of the levying authority, although this subsection is not considered an acknowledgment that any such tax may be levied;
- vi. Administrative costs and expenses incurred by the Board in enforcing the Governing Documents;
- vii. Any other fine, charge, fee, due, expense, or cost designated as an Individual Charge in the Governing Documents or by the Board;
- viii. Attorney fees, interest, and other charges relating thereto as provided in this Declaration; and
- ix. Individual a la carte services provided, such as cable television, additional lawn, yard or garden care, the cost of insurance covering the deductible on the master Association all-risk policy, and so forth.
- x. While Individual Charges are not Assessments, they are secured by a lien in the same manner as Assessments, as set forth below. The Association and Board also shall have all other remedies, both legal and equitable, described in this Declaration available against any Owner for nonpayment of such Owner's other monetary obligations.

(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. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of  $\frac{1}{4}$  of one percent. This reinvestment fee for the Property, hereby revoking any prior recorded reinvestment fee.

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**

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 10<sup>th</sup> of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. 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 Architectural Control Committee (“ACC”). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

10.2 Approved Plans. The ACC 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 ACC shall determine, in its sole discretion, whether the proposed Improvements will be Harmonious.

(a) The Board may adopt rules and policies with respect to the submission and review of proposed Improvements.

10.3 Dwelling Construction & Materials. The Board or ACC may adopt Rules with regard to allowed construction colors, materials, appearance etc.

10.4 Landscaping. No significant landscaping may be modified or changed, without the express written consent of the ACC.

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

10.6 Variances. The ACC cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

10.7 Board and ACC Not Liable. The Board, ACC and its members 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 or ACC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ACC has acted improperly.

10.8 Limitations on Review. The ACC’s review is limited to those matters expressly granted in this Declaration. The ACC 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 ACC prior to construction.

**ARTICLE XI**  
**USE LIMITATIONS & RESTRICTIONS**

11.1 Single Family. Single family shall mean one of the following: (1) a single person living alone; (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; or (3) a group of not more than three unrelated persons living and cooking together as a single housekeeping unit and maintaining a common household, but not as a boarding or rooming house.

11.2 Nuisance. It shall be the responsibility of each Owner to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following:

(a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Dwelling or the Common Areas;

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

(c) Unreasonable amounts of noise or traffic in, on or about any Dwelling or the Common Area, especially after 10:00 p.m. and before 7:00 a.m. during the week and midnight and 8:00 a.m. during weekends; and

11.3 Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be regularly removed from the Dwelling, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard, and shall be disposed of within dumpsters provided by the Association. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board.

11.4 Subdivision of a Lot. No Lot may be subdivided.

11.5 No Severance. The elements of a Dwelling and other rights appurtenant to the ownership of a Dwelling, including interest in Common Areas, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Dwelling and such appurtenances. Any conveyance made in contravention of this subsection, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.

11.6 Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures, including but not limited to dog runs, storage Dwellings, tents,

trailers and sheds or their equivalent, without the prior written consent of the Board; provided, however, tents may be allowed for up to forty-eight (48) hours by Dwelling Owners in the Common Area, including any Common Area immediately adjacent to their Buildings.

11.7 Trees, Shrubs and Bushes: Maintenance of Proper Sight Distance at Intersections. 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 occupant in, on or about the Common Areas without the prior written consent of the Board. The Board may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

11.8 Energy Conservation Equipment. Due to the fact that the Association maintains the roofs, no solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed by an Owner within the Project. Any solar panel or other conservation equipment may be installed by the Association for the benefit of all Owners.

11.9 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/her Dwelling for a home occupation pursuant to City 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.

11.10 Aerials. Antennas and Satellite Systems. Antennas and satellite dishes shall be prohibited within the Property, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter or diagonal measurement; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is located within the Lot or another approved structure on the Property. The Board may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device in the authorized areas.

11.11 Window Coverings, Awnings and Sun Shades. No-aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Dwelling. Sun shades are not allowed on the exterior of any Building, unless the color, style, construction material and uniformity of appearance is approved by the Board.

11.12 Windows. All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

11.13 Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per Dwelling are allowed. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations adopted by the Board from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to the property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) feces are not immediately cleaned up by the responsible party; (e) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; (f) it defecates in the Common Area or another Lot; (g) the owner fails to immediately clean up after his pet; or (h) it molests or harasses passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area or outside the Dwelling. The Board may require a pet deposit or a pet registration fee. The Board may adopt further rules and regulations and specifically revise this Article 11.15 by Rule.

11.14 Laws. Nothing shall be done or kept in, on or about any Dwelling or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

11.15 Damage or Waste. No damage to, or waste of, the Common Areas shall be committed by any Owner or Resident, their guests or invitees; and each Owner and Resident shall indemnify and hold the Board and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, their guests or invitees.

11.16 Vehicles & Parking. All vehicles in the Project shall be in running condition, properly licensed and in compliance with City ordinances. No recreational vehicles, campers, motorcycles, atvs, trailers, boats, or similar vehicles may be parked or stored in the driveways or streets. Recreational vehicles, campers, motorcycles, atvs, trailers, boats, and similar vehicles must be parked or stored in a garage. Recreational vehicle may also refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

- (a) The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, but not limited to: hours, visitor parking, the right to immediately remove or cause to be removed any vehicles that are improperly parked, and the assessment of fines to Owners and occupants who violate such Rules.

11.17 Firearms, Incendiary Devices and Graffiti. The use of firearms 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. In addition, all firearms are prohibited from the Common

Areas regardless of whether an owner possesses a concealed carry or other permit.

11.18 Awnings. All awnings or metal patio covers must receive prior approval from the ACC prior to installing any awning or patio.

11.19 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.

## **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 Dwellings 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 Dwelling for an otherwise qualifying Dwelling.
- (c) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least one year, 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.
- (d) 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 Dwelling by the non-owner occupant.
- (e) The Owner(s) of a Dwelling 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 Dwelling 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.

12.2 Maximum Number of Rental Dwellings. As of the date of this recording, there exist non-owner occupied Dwellings, which are identified in **Exhibit “D”** attached hereto. A maximum total of 24% non-exempt, non-owner occupied Dwellings may be allowed in the community. The ability to lease an existing non-Owner occupied Dwelling expires upon the sale or transfer of ownership of said Dwelling, or if an Owner re-occupies the Dwelling. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Dwelling provided the percentage remains at or below 24%.

(a) Exempt Non-Owner Occupied Dwellings. In addition to the allowed maximum cap of 24%, the following Dwellings may be non-owner occupied Dwellings:

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

(b) Permitted Rules. The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-Owner occupied Dwellings and the occupants of those Dwellings, 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) “Dwelling Damage” means damage to a Dwelling.
- (3) “Dwelling Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Dwelling 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, facilities and attached Dwellings.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and storm water run-off, if reasonably available; and (2) all perils normally covered by “special form” property coverage.

(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 may 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 Dwellings. 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.

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 Dwelling, 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. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven percent (67%) of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

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 and feminine.

GREYHAWK HOMEOWNERS ASSOCIATION, INC.

[Signature]  
By: Lesue Bonvillian  
Its: President

STATE OF UTAH )  
COUNTY OF Davis Webster

On this 4 day of October, 2019, personally appeared before me  
Lesue Bonvillian, who being by me duly sworn, did say that he/she is a  
the President of the Greyhawk Homeowners 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.

[Signature]  
Notary Public

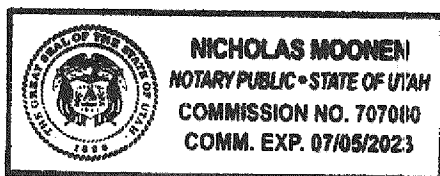


Exhibit "A"

Legal Description

**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 10, THE SOUTHEAST QUARTER OF SECTION 3, AND THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LAYTON CITY, DAVIS COUNTY, UTAH, BEGINNING AT A POINT WHICH IS SOUTH 89°13'30" EAST 2480.10 FEET AND NORTH 00°46'31" EAST 735.36 FROM A BRASS CAP MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 3.

THENCE SOUTH 25°28'38" EAST 60.02 FEET; THENCE SOUTH 29°11'28" EAST 97.08 FEET; THENCE SOUTH 26°45'37" EAST 600.91 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 26°49'57" WEST, A RADIAL DISTANCE OF 5,475.85 FEET, HAVING A CHORD BEARING OF SOUTH 63°17'20" WEST, AND A CHORD DISTANCE OF 23.23 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°14'35", A DISTANCE OF 23.23 FEET; THENCE SOUTH 27°12'19" EAST 60.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 26°57'28" WEST, A RADIAL DISTANCE OF 430.00 FEET, HAVING A CHORD BEARING OF SOUTH 82°39'04" WEST, AND A CHORD DISTANCE OF 288.61 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°13'04", A DISTANCE OF 294.33 FEET; THENCE NORTH 77°44'24" WEST 87.05 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, AND A CHORD BEARING OF SOUTH 86°34'13" WEST, AND A CHORD DISTANCE OF 200.12 FEET; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 202.64 FEET; THENCE SOUTH 70°52'50" WEST 294.48 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET, AND A CHORD BEARING OF SOUTH 79°11'48" WEST, AND A CHORD DISTANCE OF 124.39 FEET; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 124.82 FEET; THENCE SOUTH 87°30'46" WEST 10.79 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.50 FEET, AND A CHORD BEARING OF SOUTH 39°33'37" WEST, AND A CHORD DISTANCE OF 23.02 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 25.94 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 476.00 FEET AND A CENTRAL ANGLE OF 07°13'55"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 60.08 FEET; THENCE SOUTH 15°37'27" EAST 87.43 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 16°05'20" WEST, A RADIAL DISTANCE OF 5,475.85 FEET, HAVING A CHORD BEARING OF SOUTH 74°21'02" WEST, AND A CHORD DISTANCE OF 84.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°52'44", A DISTANCE OF 84.00 FEET; THENCE NORTH 15°37'27" WEST 87.47 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 560.00 FEET, AND A CHORD BEARING OF NORTH 07°48'44" WEST, AND A CHORD DISTANCE OF 152.23 FEET; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 152.71 FEET; THENCE NORTH 92.82 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 958.00 FEET, AND A CHORD BEARING OF NORTH 04°44'39" WEST, AND A CHORD DISTANCE OF 158.46 FEET; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 158.64 FEET; THENCE NORTH 09°29'17" WEST 360.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,042.00 FEET, AND A CHORD BEARING OF NORTH 04°29'43" WEST, AND A CHORD DISTANCE OF 181.37 FEET; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 181.60 FEET; THENCE NORTH 00°29'51" EAST 651.58 FEET; THENCE SOUTH 89°30'09" EAST 84.00 FEET; THENCE SOUTH 00°29'51" WEST 651.58 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 958.00 FEET, AND A CHORD BEARING OF SOUTH 04°12'35" EAST, AND A CHORD DISTANCE OF 157.23 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 157.41 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.50 FEET AND A CENTRAL ANGLE OF 90°34'16"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 24.50 FEET; THENCE NORTH 80°30'43" EAST 239.89 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, AND A CHORD BEARING OF NORTH 72°50'24" EAST, AND A CHORD DISTANCE OF 258.99 FEET; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 259.77 FEET; THENCE NORTH 65°10'05" EAST 144.74 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,970.00 FEET, AND A CHORD BEARING OF NORTH 64°10'00" EAST, AND A CHORD DISTANCE OF 103.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 103.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 751,531 SQUARE FEET OR 17.253 ACRES, MORE OR LESS.

**AMENDED & RESTATED BYLAWS  
OF GREYHAWK HOMEOWNERS ASSOCIATION, INC.**

---

The following are the Amended & Restated Bylaws of Greyhawk Homeowners Association, Inc. ("Bylaws"), a Utah nonprofit corporation ("Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded with the Davis County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Greyhawk Townhomes South PRUD, of even date and recorded in the Official Records of the Davis County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided.

**ARTICLE II  
MEETINGS OF OWNERS**

**Section 2.1 Annual Meetings.** An annual meeting of the Members shall be held no less than once each calendar year at a location and time designated by the Board. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

**Section 2.2 Special Meetings.** Special meetings of the Members may be called at the request of the Board, or upon written request of the Members holding at least twenty-five percent (25%) of the total membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

**Section 2.3 Notice of Meetings.** Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via: (1) email or other electronic communication, or (2) by hand-delivery, including affixing the notice to the front door of the Dwelling. Notice shall be provided at least fifteen (15) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board, or by hand-delivery, including affixing the notice to the front door, of the Owner's Dwelling. Said notice is effective upon sending the email or electronic communication or upon affixing the notice to the front door of the Dwelling. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 2.8 Voting.** Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible vote. Voting shall be in accordance with the Declaration.

### **ARTICLE III BOARD, SELECTION AND TERM OF OFFICE**

**Section 3.1 Number & Tenure.** The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). Directors shall serve for a term of two years; provided, however, that initially the Board shall identify one of the three Directors to serve for a one-year term with the other two Directors serving a two-year term. Thereafter, all Directors elected shall serve for a two year term. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. In the event that there is not a consensus on the Board with regard to an action, the President shall have the authority to break any tie or stalemate.

**Section 3.2 Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

**Section 3.3 Resignation & Removal.** A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

**Section 3.4 Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual and approved expenses incurred in the performance of his duties.

**Section 3.5 No Estoppel or Reliance.** No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

**Section 3.6 Records Retention.** The Board may take appropriate action to develop, implement and update procedures for record retention.



## **ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS**

**Section 4.1 Nomination.** Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

**Section 4.2 Election.** The election of Directors may be by written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

## **ARTICLE V MEETINGS OF THE BOARD**

**Section 5.1 Regular Meetings.** Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

**Section 5.2 Special Meetings.** When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any three (3) Directors, after not less than twenty-four (24) hours' notice to each Director.

**Section 5.3 Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business.

**Section 5.4 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

**Section 5.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **ARTICLE VI POWERS AND DUTIES OF THE BOARD**

**Section 6.1 Powers and Duties.** The Board 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 Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a president, vice-president, secretary and treasurer, who shall at all times be members of the Board, a treasurer or such other officer as the Board may from time to time, by resolution, create.

**Section 7.2 Election of Officers.** The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

**Section 7.3 Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

**Section 7.4 Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

**Section 7.5 Duties.** The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

## **ARTICLE VIII COMMITTEES**

**Section 8.1 Committees.** The Board may appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Committee. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

## **ARTICLE IX WAIVER OF PROCEDURAL IRREGULARITIES**

**Section 9.1 Waiver of Procedural Irregularities.** All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 30 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 30 days of receiving actual notice of the occurrence of the action, vote, or decision.

**Section 10.2 Requirements for Objections.** All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

**Section 10.3 Irregularities that Cannot Be Waived.** Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Utah law.

**ARTICLE X  
AMENDMENTS**

**Section 11.1 Amendment.** These Bylaws may be amended by the approval of at least fifty-one percent (51%) of total membership eligible to vote. An amendment to these Bylaws shall be effective immediately upon recordation in the Davis County Recorder, State of Utah.

**ARTICLE XII  
FISCAL YEAR**

**Section 12.1 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Davis County Recorder, State of Utah.

GREYHAWK HOMEOWNERS ASSOCIATION, INC.

By:

LESLIE BONVILLAIN  
[Signature]

Its: President

**Exhibit C**  
**EXTERIOR DWELLING MAINTENANCE CHART**

The following chart demonstrates the division of responsibility for maintenance, repair and replacement of Common Areas and Dwellings components between the Greyhawk Homeowners Association, Inc. and Owners. In the event of conflict, the terms of the Declaration will control over this chart.

	<b>EXTERIOR</b>	<b>HOA</b>	<b>OWNER</b>
1	Maintenance, repair and replacement of roof shingles.	X	
2	Maintenance, repair and replacement of roof underlayment on each Dwelling (felt and plywood) due to normal wear and tear. (Any <u>structural maintenance</u> , repairs or replacement not included herein is the responsibility of the Owner unless otherwise covered by the Association's insurance).	X	
3	Maintenance, repair, and replacement of the exterior of each Dwelling, including stucco and brick (but excluding the backing behind each of these exterior finishes).	X	
4	Maintenance, repair, and replacement of outside secondary water spigots.	X	
5	Maintenance, repair, and replacement of driveways, front steps, porches, individual walkways, and patios.	X	
6	Maintenance, repair, and replacement of rain gutters, down spouts and heat tape.	X	
7	Maintenance, repair, and replacement of all structural components of the Dwelling, including but not limited to framing, insulation, rafters, beams, water barriers, plywood or other backing to stucco and brick.		X
8	Maintenance, repair, and replacement of doors, hinges, frames, thresholds, locks, and doorbells.		X
9	Maintenance, repair, and replacement of garage floors, garage doors, and garage door frames.		X
10	Maintenance, repair, and replacement of windows (including glass), shutters, sliding glass doors, French doors, screens, and frames.		X
11	Maintenance, repair, and replacement of window wells.		X
12	Maintenance, repair, and replacement of exterior garage lights and yard lights.		X
13	Maintenance of gas and electricity connections from the meters to each Dwelling.	X	
14	Maintenance of culinary water system from the outside entry through the foundation throughout the Dwelling. This includes outside faucets and hose bibs. Any damage caused by this portion of water system is the liability of Owner.		X
15	Maintenance, repair, and replacement of phone lines, TV cables, air conditioning, and satellite dishes.		X
16	Maintenance, repair, and replacement of all Owner Improvements, such as skylights, windows, attic vents, fans, ornamental railings, decks, deck steps, window well covers, and similar items.		X

	<b>INTERIOR</b>		
17	All interior painting, decorations, and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, microwaves, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and telephone and computer networks.		X
18	Maintenance, cleaning, and repair of venting and fireplaces.		X
19	Maintenance, repair, and replacement of the electrical system from the City electric meter to the breaker panel and to all outlets, including switches and light fixtures.		X
20	Maintenance, repair, and replacement of plumbing fixtures, such as sinks, basins, toilets, and an interior pipes and valves.		X
21	Repair of cracks or other damage to interior walls, floors, or ceilings caused by normal Dwelling settling.		X
22	Repair of damage resulting from static water or seepage of water from any underground source, except water from sprinkler system failures.		X
23	Repair of damage resulting from surface water.		X
24	Repair of damage resulting from seepage of water from sprinkler system failures.	X	
25	Damage Amounts under the Association's insurance deductible		X

	<b>GROUND</b>	<b>HOA</b>	<b>OWNER</b>
26	Maintenance of lawn and the maintenance and replacement of original trees, shrubs and lawn curbing.	X	
27	All flowers abutting a Dwelling		X
28	Maintenance and utilization of sprinkler system within the Association.	X	
29	Snow removal: individual walkways and Common Area walkways.	X	
30	Snow removal: driveways	X	

	<b>OTHER</b>	<b>HOA</b>	<b>OWNER</b>
31	Maintenance and repair of water system and sewer system from the city water meter to the entrance to the exterior wall of each Dwelling.	X	
32	Any damage to a Dwelling or Common Area caused by a contractor hired by an Owner.		X
33	Any damage in, on, or to a Dwelling is the sole responsibility of the Owner, except as otherwise stated herein.		X
34	Drainage system, including the sub-surface drainage system serving the Common Areas.	X	

## Exhibit "D"

Greyhawk Off Site Address List 08-26-2019

	Homeowner	Homeowner Address	Unit Address
1	Amnell, Ryan and Erin	157 Gailey Lane Keyville, UT 84037	1848 E. Whitetail Dr. Layton, UT 84040
2	Buck, Tamara	582 West Andrews Lane Saratoga Springs, UT 84043	1859 E. Whitetail Way Layton, UT 84040
3	Chang, Wei Chieh	1113 E Hampton Crest Cove Salt Lake City, UT 84124	1777 E. Whitetail Way Layton, UT 84040
4	Christine Ancejas, Blaze Bishop &	11088 Villagecrest Las Vegas, NV 89135	1835 E. Whitetail Dr. Layton, UT 84040
5	Cooke, Ron	8100 WYOMING BLVD #M40010 ALBUQUERQUE, NM 87113	3112 N. Whitetail Dr. Layton, UT 84040
6	Grubb, Charlotte	2173 N. 550 W. Layton, UT 84041	1816 E. Whitetail Way Layton, UT 84040
7	Hadley Schulties, Brooke	779 N 200 W Bountiful, UT 84010	3170 N. Whitetail Dr. Layton, UT 84040
8	Hanson, Thomas	1420 North 1675 East Layton, UT 84040	1753 E. Whitetail Dr. Layton, UT 84040
9	Harris, Cody	4450 S Hualapai Way Unit 1089 Las Vegas, NV 89147-7273	1814 E. Whitetail Dr. Layton, UT 84040
10	Hertwig, Fredrick	1875 Spring Ridge Ct Xenia, OH 45385	3127 N. Whitetail Way Layton, UT 84040
11	Hooper, Krystal	1597 E 350 S Layton, UT 84040	1810 E. Whitetail Dr. Layton, UT 84040
12	Huang, Jack and Jenny	2041 E Browning Ave SLC, UT 84108	1794 E. Whitetail Way Layton, UT 84040
13	Kaminska, Curtis	1200 Pacific Coast Highway Apt 328 Huntington Beach, CA 92648	3163 N. Whitetail Way Layton, UT 84040
14	Kim (c/o Real Property Management), Jungdae	579 Heritage Park Blvd #102 Layton, UT 84041	3130 N. Peregrine Way Layton, UT 84040
15	Kloberdanz, Taylor	2083 S 1070 W Syracuse, UT 84075	3164 N. Peregrine Way Layton, UT 84040
16	Ku, Charles and Grace	3056 Friendship Hill Circle Henderson, NV 89052	1857 E. Whitetail Dr. Layton, UT 84040
17	Marsh, Kathy	2336 Canyon View Layton, UT 84040	3144 N. Whitetail Dr. Layton, UT 84040
18	Martinez, Marty	3116 N. Whitetail Dr. Layton, UT 84040	3116 N. Whitetail Dr. Layton, UT 84040
19	Martinez, Siddhartha	3076 W 2325 S West Haven, UT 84401	1790 E. Whitetail Way Layton, UT 84040
20	Ohlson, Dale and Cathy	1984 E 200 S Layton, UT 84040	3148 N. Whitetail Way Layton, UT 84040
21	Panke, John	895 N. 200 W. Bountiful, UT 84010	3129 N. Whitetail Way Layton, UT 84040
22	Panke, John	895 N. 200 W. Bountiful, UT 84010	3133 N. Whitetail Way Layton, UT 84040
23	Panke, John	895 N. 200 W. Bountiful, UT 84010	3139 N. Whitetail Way Layton, UT 84040
24	Panke, John	895 N. 200 W. Bountiful, UT 84010	3157 N. Whitetail Way Layton, UT 84040
25	Prince, Eric	22060 Chelsy Paige Sqaure Asburn, VI 20148	3145 N. Whitetail Way Layton, UT 84040
26	Reith, David & Angelika	15 Hunt Club Ct Edgewater, MD 21037	3194 N. Whitetail Dr. Layton, UT 84040
27	Richter, Fred	PO BOX 573 Centerville, UT 84014	3120 N. Whitetail Dr. Layton, UT 84040
28	Shupe, Bryan	23856 NE 103rd Place Redmond, WA 98053	3182 N. Peregrine Way Layton, UT 84040
29	Shupe, Bryan	23856 NE 103rd Place Redmond, WA 98053	1820 E. Whitetail Way Layton, UT 84040
30	Smithing, Marysa	3439 W. 275 N. Layton, UT 84041	1806 E. Whitetail Dr. Layton, UT 84040
31	Soto (C/O Real Property Management), Jose	579 Heritage Park Blvd #102 Layton, UT 84041	3171 N. Whitetail Way Layton, UT 84040
32	Wheelwright, Jeffrey and Melody	2012 Hill Street Kaysville, UT 84037	3146 N. Peregrine Way Layton, UT 84040
33	Wheelwright, Jeffrey and Melody	2012 Hill Street Kaysville, UT 84037	1877 E. Whitetail Dr. Layton, UT 84040
34	White, Travis	1718 E Ridge View Circle Layton, UT 84040	3114 N. Whitetail Dr. Layton, UT 84040
35	Yeat, Jack	41529 Ware Court Aldie, VA 20105	1775 E. Whitetail Way Layton, UT 84040
36	Zanayed, Susan	2480 W. 775 N. Layton, UT 84041	3138 N. Whitetail Dr. Layton, UT 84040