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Amended and Restated Declaration

OF

Covenants, Conditions and Restrictions

FOR

Tuscan Ridge Townhomes

(a Planned Unit Development Subdivision)

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**Amended and Restated Declaration
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TUSCAN RIDGE TOWNHOMES
(a Planned Unit Development Subdivision)**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Restated Declaration") is made and executed on the date shown below after being voted on and approved by the Owners in accordance with the governing documents of the Tuscan Ridge Home Owners Association, Inc.

RECITALS:

- A. The capitalized terms in this Restated Declaration are defined in Article I.
- B. The enabling Declaration of Covenants Conditions and Restrictions for Tuscan Ridge Townhomes ("Enabling Declaration") was recorded in the office of the Weber County Recorder on July 2, 2009, as entry number 2421833.
- C. The subdivision that is the subject of this Restated Declaration is known as Tuscan Ridge Townhomes ("Tuscan Ridge"), and is situated in and upon that certain real property ("Subject Land") located in Weber County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.
- D. Plat maps for the five Tuscan Ridge phases ("Plat") are recorded in the office of the County Recorder for Weber County, State of Utah. There are forty-seven (47) Lots in Tuscan Ridge, as shown on the Plat.
- E. The name of the Association is the Tuscan Ridge Home Owners Association, Inc ("Association"), which has been created as a Utah nonprofit corporation by filing articles of incorporation with the Utah Division of Corporations and Commercial Code. The Association is the governing body of Tuscan Ridge and is to be operated in accordance with this Restated Declaration, the Articles of Incorporation for the Tuscan Ridge Home Owners Association, Inc ("Articles of Incorporation"), and the Bylaws of Tuscan Ridge Home Owners Association, Inc. The Bylaws are attached hereto as Exhibit "B".
- F. The purpose and intent of this Restated Declaration is to restate, replace and amend the Enabling Declaration, and all prior recorded declarations, amendments and Bylaws, which shall collectively be referred to herein as the "Governing Documents", and to subject all

Lots and Lot Owners within Tuscan Ridge to one set of covenants, conditions and restrictions as set forth in this Restated Declaration.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing Tuscan Ridge. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of this Restated Declaration; the ratification, approval and incorporation for Tuscan Ridge Home Owners Association, Inc, a Utah nonprofit corporation, and, any other provision, paragraph, or section that is required to maintain the legal status of the Project which, if repealed, would nullify or impair the legal status of the Project.

It is hereby declared that the property within Tuscan Ridge shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association and all Lot Owners of all or any part of the property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above recitals are hereby approved and accepted as being accurate and shall constitute part of this Restated Declaration.

ARTICLE I DEFINITIONS

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Restated Declaration shall have the meanings set forth in this Article I.
- 1.2 **Association.** shall mean Tuscan Ridge Home Owners Association, Inc., a Utah nonprofit corporation, organized to serve and act as the governing body of the Project.
- 1.3 **Board or Board Members** shall mean the Management Committee of the Association (Board) or individual Board Members.
- 1.4 **Common Areas or Common Areas and Facilities.** shall mean all of the Subject Land, except all Lots, including without limiting the generality of the foregoing, all streets, parking areas, open spaces, and other undesignated areas shown on the Plat as Common Areas, together with all equipment, facilities, fixtures, and other personal property and real property improvements located in the Common Area and/or owned by the Association for the use and benefit of all Owners, including without limiting the generality of the foregoing, all streets, curb and gutter improvements, playgrounds, trees, bushes and other landscaping, and all equipment, fixtures, facilities, and other personal property and real property improvements hereafter added in accordance with this Restated Declaration. The Common Areas shall be owned by the Association, and all Common Areas shall be managed and controlled by the Association for the

common use and enjoyment of the Owners as more fully described in this Restated Declaration.

- 1.5 **Common Expense.** shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area (including any special assessments), and including those fees not paid by the Owner responsible for payment; costs of management and administration of the Association including, but not limited to, accountants, bookkeepers, attorneys and other employees and consultants; the costs of all utilities, landscaping and other services benefitting the Common Area, and all recreational facilities thereon; the costs of fire, casualty, property, and liability insurance covering the Project; and the cost of bonding of the Directors of the Association; any taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Project, or portion thereof; and the cost of any other expense incurred by the Association for any reason whatsoever in connection with the Project, for the benefit of all of the Owners.
- 1.6 **Common Expense Fund.** shall mean the fund created or to be created and into which all funds of the Association shall be deposited and used to pay common expenses.
- 1.7 **Limited Common Areas.** shall mean any Common Areas designated as reserved for use by the Owner of a certain Unit or Units to the exclusion of the other Owners in the Project and shall include any portion of a driveway that is located directly in-front of a Unit, even if that driveway is identified as part of the Common Area on the Plat.
- 1.8 **Lot.** shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.
- 1.9 **Manager/Management Company.** shall mean the person, agent, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.
- 1.10 **Mortgage.** shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.
- 1.11 **Mortgagee.** shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.
- 1.12 **Owner/Member.** shall mean any person or entity or combination thereof, owning a Lot within the Project as shown on the records of Weber County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.
- 1.13 **Plat.** shall mean the plats for the Tuscan Ridge Townhomes, a planned unit development, as recorded in the office of the County Recorder for Weber County, State of Utah, and all amendments thereto.
- 1.14 **Project.** shall mean all Lots and all Common Areas, collectively.

- 1.15 **Rules or Rules and Regulations.** shall mean and refer to the rules, regulations, policies, architectural guidelines, etc. adopted by the Board.
- 1.16 **Subject Land.** shall mean the land upon which the Project is situated, as more particularly described in Exhibit "A".
- 1.17 **Total Votes of the Association.** shall mean the total number of votes appertaining to the Lots in the Project, with the owner of each Lot having one (1) vote.
- 1.18 **Unit.** shall mean and refer to each physically constructed dwelling or building containing a single-family residence located as an improvement on a Lot.

ARTICLE II DIVISION OF PROJECT

- 2.1 **Submission to Restated Declaration.** All of the Subject Land is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a planned unit development subdivision to be known as Tuscan Ridge Townhomes. All of said Subject Land is and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein and, in the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot owners, their successors and assigns, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.
- 2.2 **Subdivision into Lots.** Pursuant to the Plat, the Subject Land is divided into Lots as more particularly described on the Plat. The Owner of each Lot, regardless of the size, purchase price or location of the Lot, shall have the right to use the Common Areas.

ARTICLE III IMPROVEMENTS

- 3.1 **Description of Improvements.** The Project contains 5 phases, and a total of forty-seven (47) Lots. Each Lot contains one attached single-family dwelling (Unit) in a building containing three or four single family dwellings. The buildings are principally constructed of wood frame, stucco siding, rock wainscoating, sheetrock interiors and asphalt shingle roofs, and such other materials.
- 3.2 **Description and Legal Status of Lots.** The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed.

ARTICLE IV NATURE AND INCIDENTS OF OWNERSHIP

- 4.1 **Ownership and Maintenance of Lots.** The maintenance, replacement and repair of the common areas and facilities shall be the responsibility of the Association as directed by the

Board, and the cost thereof shall be a common expense. The Association shall also repair and maintain the exterior of the buildings, including but not limited to the roof and stucco. The unit owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the Unit Owner's expense, all portions of the Owner's Unit, except those portions to be maintained, repaired and replaced by the Association. Unit Owners are responsible to maintain, repair and replace the foundation of a Unit and all concrete located on the Owner's Lot or on their Limited Common Area. The Maintenance Chart lists the division of responsibility for maintenance and repair of various portions of the Subject Land between the Association and the Owners. The provisions of the Maintenance Chart govern to the exclusion of any other language contained in this Restated Declaration. However, the Association is only responsible to maintain and repair the items listed on the Maintenance Chart, and is only responsible to replace the Common Area and is not responsible to replace any property or improvements associated with a Unit or a Lot unless expressly indicated.

- 4.2 **Title.** Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.
- 4.3 **Prohibition Against Subdivision of Lot.** No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his/her Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat.
- 4.4 **Ownership and Use of Common Areas.** The Association shall have the exclusive right and obligation to manage and maintain all Common Areas, and to repair, replace and reconstruct any existing or new Common Areas. Each Owner shall have an irrevocable license and easement to use, occupy and enjoy all Common Areas in common with all other Owners. Except as otherwise provided in this Restated Declaration, each Owner shall be entitled to the nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Each Owner will be responsible for an equal share of the taxes, insurance, maintenance and other costs and expenses relating to the Common Areas.
- 4.5 **Exclusive Use of Lot.** Any porches, patios, driveways and other areas located on a Lot are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Owner or the Association as indicated on the Maintenance Chart. For clarification purposes, every owner is required to maintain and, if necessary, replace the driveway appurtenant to their Unit.
- 4.6 **Maintenance of Landscaping and Sidewalks.** All areas located outside the Lots shall be maintained, cleaned, repaired and reconstructed by the Association and shall be re-landscaped, rebuilt, replaced, repaired or materially altered only with the review, approval and consent of the Board of the Association, and in accordance with the provisions of this Restated Declaration. Without limiting the generality of the foregoing, the Association shall (a) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all common areas (b) remove all snow within a reasonable time following a snowfall from streets, sidewalks, and driveways located in the front of Units located on the Lots, and remove snow from

sidewalks and porches located on the Lots. The Association may place ice melting type products on an Owner's driveway, porch and sidewalks; however, Owners shall be responsible for any damage or flaking of the concrete caused by the use of ice melting products; and (c) re-landscape, re-construct and repair all Common Areas at such time as the same are in a state of disrepair and require replacement. Notwithstanding the foregoing to the contrary, the Association shall not be obligated to remove snow from any driveways, patios or porches located in the rear of or on the sides of houses located on the Lots, nor shall the Association be obligated to maintain any fences or walls located between two Lots, as more fully described in Section 4.7 below.

- 4.7 **Fences and Walls.** The Common Areas referred in Section 4.6 above shall include, if applicable, all fences and outside patio walls located in the Project that (a) separate the Project from contiguous property not a part of the Project ("Perimeter Fences") or (b) that were installed by original developer upon initial construction of the Project. The Association shall have the exclusive right to construct, locate, maintain, repair, and reconstruct any Perimeter Fences. Any Perimeter Fences shall not be removed except with the approval of Owners owning a majority of the Lots in the Project, at a meeting of the Owners duly held in accordance with the provisions of this Restated Declaration, the Articles and Bylaws. No additional fences or walls, including any rear or side fences, shall be constructed between any Lots without the approval of the Board, which approval may be given only after the Board has adopted a written policy, applicable to all Lot Owners, stating the standards that must be followed if an additional fence or wall is to be constructed. Any fences or walls permitted by the provisions of this section, shall be constructed of materials and shall be of such colors, styles and characteristics, as shall be approved by the Board from time to time, with the intent being that the Board will control the construction, maintenance and reconstruction of any fences or walls allowed by the provisions hereof to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of the Project.
- 4.8 **Inseparability.** Title to any part of a Lot within the Project may not be separated from any other part thereof. Every devise, encumbrance, conveyance, or other disposition of a Lot, or any part thereof, shall be constructed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Lot, together with all appurtenant rights created by law or by this Restated Declaration, including appurtenant membership in the Association as hereinafter set forth, and an irrevocable license to use, occupy and enjoy the Common Areas in common with all Owners.
- 4.9 **No Partition.** The Common Areas shall be owned by the Association, in accordance with the provisions of this Restated Declaration, and no Owner nor the Association may bring any action for partition thereof except as allowed by law.
- 4.10 **Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his/her Lot. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Common Areas and Common Facilities or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Restated Declaration, and in the event of foreclosure the provisions of this Restated Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

- 4.11 **No Separate Taxation.** Each Lot and all improvements located thereon shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. The Common Areas shall be taxed in accordance with the ownership interest possessed by each Lot Owner. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.
- 4.12 **Mechanic's Liens.** No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or his/her agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.
- 4.13 **Description of Lot.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of LOT NO. _____ contained within Tuscan Ridge Phase _____, as the same is identified in the subdivision plat recorded in the Office of the Recorder of Weber County, Utah as Entry No. _____, in Book _____, at Page _____ (as said subdivision plat may have heretofore been amended or supplemented) and in the Restated Declaration of Covenants, Conditions and Restrictions for Tuscan Ridge, recorded in the Office of the Recorder of Weber County, Utah as Entry No. _____, in Book _____, at Page _____, (as said Restated Declaration may have heretofore been amended or supplemented).

Regardless of whether or not the description employed in any such instrument is in the above specified form, all provisions of this Restated Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor the right of non-exclusive use of Common Areas shall be separated from the Lot to which it appertains; and even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of non-exclusive use of Common Areas shall automatically accompany the transfer of the Lot to which they relate.

- 4.14 **Non-Exclusive Easements.** All streets constituting Common Areas that provide access to public roads outside of the Project shall be easements for the non-exclusive use of the Owners, their guests, occupants, lessees, and invitees.
- 4.15 **Mortgages and Liens on Common Areas.** The Association shall not attempt nor shall it have the right to mortgage or otherwise encumber the Common Areas or any part thereof. No labor performed or material furnished for use in connection with the Common Areas shall create any right to file a statement, claim, or notice of mechanic's lien against the Common Areas.

ARTICLE V EASEMENTS

- 5.1 **Easement for Maintenance.** The Association shall have the irrevocable right to have access from time to time to all Common Areas and to all Maintained Areas during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Common Areas. The Association shall also have the irrevocable right to have access from time to time to all Lots and Units during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement of those portions of the Lots and Units over which the Association has responsibility or for making emergency repairs at any time herein necessary to prevent damage to the Lot or Unit.
- 5.2 **Right to Ingress and Egress.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas as necessary for access to such Owner's Lot, and such rights shall be appurtenant to and pass with the title to each Lot.
- 5.3 **Easements Deemed Created.** All conveyances of Lots within the Project hereafter made, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.
- 5.4 **Easements Reserved by and Association.** The Association shall have power to grant and convey to any third party easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and under the Common Areas, for the purpose of constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility services to the Project and other property that may be added to the Project.
- 5.5 **Party Walls.** Certain of the Units constructed on Lots have common or party walls with adjacent buildings, Units and Lots. The boundary between two adjacent buildings, Units and Lots shall be the vertical boundary running through the center of the party wall, equidistant from the plane joining and along the outermost surfaces of studs and structural beams making up the party wall. Each Owner of a Lot that has a building adjoining another building on a separate Lot is hereby granted an easement of support and shelter over the portion of any party or retaining wall on the adjoining Lot. Each Owner covenants with the other to maintain the party wall in a structurally sound and weather tight state, and to continue to provide the support and shelter that presently exists and as may be necessary to maintain the integrity of each building. Each Owner has an easement for access for repair and maintenance over and through the adjoining Lot, and an easement for pipes, ducts utility ways and chases, access stairs, and fences passing through the other Lot. Physical structures including party walls serving two Units or buildings on separate Lots will be shared through a mutual nonexclusive easement of enjoyment for all purposes for which the improvements and their replacements were intended.

ARTICLE VI RESTRICTIONS ON USE

- 6.1 **Residential Uses Only.** Each Lot shall be used for residential purposes in accordance with, and subject to, the Governing Documents. No trade, craft, business, profession, commercial or similar activity that causes additional and burdensome pedestrian or vehicular traffic or creates

a sight or noise nuisance shall be conducted in any Unit or in any other portion of the Project.

6.2 No Noxious or Offensive Activity.

- a. No noxious or offensive activity or behavior shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.
- b. No inoperable vehicles, car parts or appliances shall be placed or stored on the exterior of any Lot. Furthermore, no activities shall be permitted on the Common Areas, and nothing shall be placed on any of those areas, that interferes with or jeopardizes the enjoyment of the Unit Owners.
- c. No Owner shall cause or permit anything including, without limitations, an awning, canopy, shutter, storm door or screen door to hang, be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors, without the prior written consent of the Board.
- d. No window may be covered, wholly or partially, by paint, aluminum foil, newspapers, bedsheets, cardboard, blankets, pillows, or other similar items.
- e. Leaving children's toys or any other play items in Common Areas after use is not permitted. Leaving personal items in Common Areas after use is not permitted.
- f. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, amplifiers, and any other device that emits sound and may disturb other residents. Owners may be fined if anyone using their Unit permits repeated loud noises to be made within the Project or for other offensive behavior. No noxious, offensive, or illegal activity shall be carried on in any Lot, or Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners, or which may cause damage to the Common Areas or to another person's Lot or Unit.

6.3 Unfriendly or Unbecoming Behavior. The Tuscan Ridge community aspires to be a tight-knit residential community consisting of families and friends. Accordingly, owners shall strive to act according to the standards normally expected of people living in residential communities. Owners should prioritize acting in a neighborly, respectful, and courteous manner toward other residents, and avoid confrontational or aggressive acts that may make anyone feel unwelcome, unsafe, or otherwise unhappy with their experience in Tuscan Ridge. The Association reserves the right to hold owners accountable for continued and repeated conduct exhibiting such disapproved behavior and may adopt rules providing for the fining of such behavior.

6.4 Harassment. No resident of any Unit, or their guest, shall harass, bully or otherwise intimidate the resident of any other Unit within the Project. Any Owner or resident of a Lot within the Project is entitled to take legal action against any other Owner or resident who harasses them.

If the Board or Management Company receives a harassment complaint, the Association shall have the right to take legal action against the harasser on behalf of the victim. Notwithstanding the foregoing, the Association shall not be required to take legal action on behalf of an Owner, resident or guest who is harassed.

- 6.5 **Restriction on Recreational Vehicles.** No boats, trailers, recreational vehicles, commercial vehicles, inoperable vehicles or vehicles without a current valid registration belonging to an Owner or other resident of the Project shall be stored in or upon any of the Common Areas, except in such portions of the Common Areas, if any, as the Association may specify, and subject to such Rules as the Association may from time to time promulgate. Owners are allowed to load and unload their boats, trailers, etc. at the end of their own driveways providing that other residents can access the road and enter and exit the complex.
- 6.6 **Restriction on Signs.** Unless written approval is first obtained from the Board, no advertisement, sign, banner or poster of any kind may be posted in or upon any property within the Project, except the following may be displayed to the public view within a Unit, unless and until prohibited or otherwise limited by the Board by rule: (1) not more than one "for sale" sign, not exceeding 17" by 22", (2) political signs, (3) professional security system signs, and (4) other signs expressly allowed by the Board by rule from time to time.
- 6.7 **No Structural Alterations.** No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition, including without limitation any fences, walls or patios, to the exterior of the house located on his/her Lot, or to the Maintained Areas on his/her Lot, without the prior written consent of the Board. Notwithstanding the foregoing, the Board will reasonably grant permission for installation by an Owner of a satellite dish that is reasonably located solely on the roof of the Owners Unit and which does not exceed two feet in diameter. No satellite dish or antenna may be located on the side of a Unit and should an Owner violate this provision, the Owner shall be solely responsible for all costs and expenses associated with repair of the building. No Owner shall, without the prior written consent of the Association, do any act that would impair the safety of property or impair any easement appurtenant to the Project.
- 6.8 **No Obstructions.** There shall be no obstruction of the Common Areas by any Owner. Owners shall neither store nor leave any of their property in the Common Areas, except with the prior consent of the Association. Specifically, without limiting the generality of the foregoing, no vehicles of any kind may be parked at any time on any of the Common Areas.
- 6.9 **Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Association, nothing shall be done or kept in or on any Lot, in the Common Areas, or in any other part of the Project which may result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in or on any Lot or Unit which may increase the rate of insurance on the Project or any part hereof over that which the Association, but for such activity, would have to pay. Nothing shall be done or kept in or on any Lot or Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be

committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his/her guests, lessees, licensees, or invitees.

6.10 **Rules and Regulations.** The Owners and renters shall comply with all of the Rules governing use of the Lots and the Common Areas, as such Rules and Regulations may from time to time be adopted, amended, or revised by the Board. The initial Association Rules may be modified by the Board without the need to amend this Restated Declaration or record any document in the office of the Weber County Recorder. To amend the Rules the Board is required to follow the process outlined in Utah Code §57-8a- 217.

6.11 **Construction Period Exemption.** During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Restated Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.

6.12 **Pets and Animals**

- a. No more than two domestic animals or pets shall be kept within any Unit (example: two dogs or two cats or one dog and one cat). Additionally, no animals, livestock or poultry of any kind may be raised, bred, kept, or permitted within any Unit, except birds, fish, or other household pets if they are not kept, bred, or maintained for any commercial purpose or in an unreasonable number.
- b. No animal shall be permitted to cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Project. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. Owners of an animal shall be responsible to immediately remove the waste of their animal from the Common Areas. Offenders of these rules will be subject to fines.
- c. Dogs must always be on a leash or in a pet carrier when outside a Unit. An invisible fence that shocks an animal or any other similar device is not considered a substitute for keeping a dog on a leash.
- d. An Owner may be required to remove a pet upon receipt of a written notice from the Management Company and/or Board given pursuant to a resolution relating to Rules and Regulations governing pets within the Project and enforcement of such Rules and Regulations and provisions of the subsection. In addition to other remedies that may be available, the Management Company or Board may levy fines or apply for appropriate judicial relief if an Owner violates this Article.

6.13 **Parking of Automobiles and Other Vehicles.**

- a. Owners, visitors, guests, and any other person parking within the Project (a "Vehicle

Owner”) may only park on the Common Area streets within the Project if the Vehicle Owner parks the vehicle in the designated parking stalls and driveway. Otherwise, Parking on any Common Area is expressly prohibited at all times, except as otherwise permitted under this Section.

- b. If a Vehicle Owner needs to park a boat, trailer, all-terrain vehicle, 4x4, motor bike, or other recreational vehicle (a “Recreational Vehicle”) on the Common Area streets within the Project to prepare the vehicle for travel or use, the Vehicle Owner may park the vehicle upon the Common Area for no longer than forty-eight (48) consecutive hours.
- c. Residents are discouraged from parking in a guest parking spaces during daytime hours. If an Owner or Resident would like to park in visitor parking for longer than seventy-two (72) consecutive hours, they will have to request a visitor parking pass. Such request will be reviewed and decided by the Board. A visitor parking pass is good for thirty (30) days from the date of the Board’s approval. The Board will have authority to assess a monthly fee for any visitor parking pass requested.
- d. Vehicles in violation of the restrictions contained in this Article 6.12, or in violation of any parking restrictions adopted by the Board after the recording of this Declaration, may be towed at the sole cost of the Vehicle Owner.

- 6.14 **Rubbish and Trash.** No garbage, trash or other waste may be kept or maintained on any part of the Project except in a sanitary container as specified by the Association. Trash containers shall be always kept inside the garages (other than pickup dates by the City).
- 6.15 **Clothes Lines and Materials.** No clothes lines, clothing racks or other apparatus on which clothes, rags, or other items are exposed for the purpose of drying or airing shall be located within the Project except within a Unit or on a portion of a Lot that is screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Unit unless in an area screened from public view.
- 6.16 **Exterior Garage Lights.** Exterior garage lights will be maintained by the individual owner. Upon concurrence with the homeowners, the Board shall have authority to adopt Association Rules regarding the specific types of light bulbs that may be used in exterior light fixtures.
- 6.17 **Window Wells.** Window wells including any grates or covers are to be maintained by individual homeowners, and shall be cleaned properly and free of leaves and any other debris.
- 6.18 **Garage Sales.** Yard and garage sales within the Project are permitted only in accordance with the rules adopted by the Board from time to time.

ARTICLE VII RENTAL RESTRICTIONS

- 7.1 **Leasing Restricted.** All leasing must be consistent with the provisions of this Restated

Declaration.

- 7.2 **No Short-Term Rentals.** When leases or rentals are permitted, terms shall not be for less than six (6) months. No short-term rentals are permitted such as Airbnb, VRBO, HomeAway, or any other vacation rentals.
- 7.3 **Exceptions.** The rental restrictions provided herein shall not apply in the following situations:
- a. A Lot Owner is a member of the United States military and is required to move from the Lot during a period of military deployment and desires to Lease the Lot during the period of deployment;
 - b. The Lot is occupied by the Owner's parent, child or sibling;
 - c. A Lot owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current resident of the Lot or the parent, child or sibling of the current resident of the Lot; or
 - d. A Lot Owner moves from a Lot due to temporary (less than two years) humanitarian, religious or charitable activity or service and leases the Lot with the intent to return to occupy the Lot when the humanitarian, religious or charitable service has concluded.
 - e. Any other legally required exception not listed in this Section.
- 7.4 **Tracking Rentals.** The Management Company and/or Board may create, by rule or resolution, procedures to determine and track the rentals and Lots in Tuscan Ridge.
- 7.5 **Lease Agreements.** Within the tenant lease agreement, the following provisions shall be outlined: Tenant agrees to abide by the governing documents of the HOA. Breach of the HOA documents are a breach of the lease agreement. HOA may enforce the lease against a violating tenant on behalf of the owner if the owner fails to take actions. Tenant agrees to be jointly and severally responsible, with the owner, for fines levied by the HOA for the tenant's violations.
- 7.6 **Rent Defined.** As used herein, "Rent" (or any variation of the word) or "Lease" (or any variation of the word) means a Lot that is owned by an Owner that is Occupied by one or more Non-Owners while no Owner occupies the Lot as the Owner's primary residence. The payment of remuneration to an Owner by a Non-Owner shall not be required to establish that the Non-Owner is Leasing a Lot. Failure of a Non-Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Lot is a Rental Lot.
- 7.7 **Non-Owner Defined.** As used herein, "Non-Owner" or "Non-Lot Owner" means an individual or entity that does not hold any interest in the title to the Lot (as used herein synonymous with "lot") as shown on the records of the Weber County Recorder.
- 7.8 **Occupied Defined.** As used herein, "Occupied" means to reside in the Lot for fifteen (15) or more days in any thirty (30) day period. A Lot is deemed to be Occupied by a Non-Owner if the Lot is Occupied by an individual(s) other than the Lot Owner and the Owner is not

occupying the Lot as the Owner's primary residence.

- 7.9 **Violations.** Any Lot Owner who violates this Article shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the Lease in violation of this Restated Declaration. If Tuscan Ridge is required to retain legal counsel to enforce this Restated Declaration or any rules adopted by the Board, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Management Company/Board in enforcing this Restated Declaration, whether or not a lawsuit is filed.
- 7.10 **Severable.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 7.11 **Guests.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from residing in his/her Lot, while the Owner is present.

ARTICLE XIII THE ASSOCIATION

- 8.1 **Membership.** Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.
- 8.2 **Voting Rights and Common Area Ownership.** The Owner of each Lot shall have an equal Association Vote. Because there are forty-seven (47) Lots in the Project, each Owner shall own a 2.13% ownership interest in the Common Area.
- 8.3 **Board.** The Board shall initially consist of three to five (3-5) members which can be increased up to as many as five (5) members upon the majority vote of the existing Board or the majority vote of the Owners at a duly called meeting of the Owners.
- 8.4 **Amplification.** The provisions of this Article X may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Restated Declaration.

- 8.5 **Liability of Board.** The Association shall indemnify every officer and member of the Board against any and all expenses, including but not limited to attorney fees reasonably incurred by or imposed upon any officer or member of the Board in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he/she may be a party by reason of being or having been an officer or member of the Board. The officers and members of the Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Board shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Board may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Board free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Board, or former officer or member of the Board, may be entitled. The Association shall, as a common expense, maintain adequate general liability, officer's, and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

ARTICLE IX CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 9.1 **The Common Areas.** The Association shall be responsible, as described in Section 4.4, and subject to the rights and duties of the Owners as set forth in this Restated Declaration, for the exclusive management and control of the Common Areas and all improvements thereon. In particular, the Association shall be responsible for maintenance of the private roads and associated improvements located in the Project. Except as otherwise provided for in this Restated Declaration, the Association shall also be responsible for maintenance, repair, and replacement of all improvements or other materials located upon or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.
- 9.2 **Manager.** The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.
- 9.3 **Miscellaneous Goods and Services.** The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project, the enforcement of this Restated Declaration, or any other matter. In addition to the foregoing, the Association may acquire and pay for as a Common Expense,

insurance, landscaping, snow removal, some exterior lighting, and other necessary or desirable utility services for the Common Areas and other goods and services common to the Lots.

- 9.4 **Real and Personal Property.** The Association may acquire, hold and own real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. The maintenance, repair and replacement of all such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall become part of such Fund.
- 9.5 **Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Restated Declaration or by law, and every other right or privilege reasonably necessary to effectuate any such right or privilege.
- 9.6 **Reserves.** The Association shall maintain an adequate reserve fund for maintenance, repair and replacement of those Common Areas, and those portions of Lots over which the Association is required to provide maintenance, that must be replaced on a periodic basis, and such reserves shall be funded from the monthly assessments described in Article X below.
- 9.7 **Maintenance of Lots and Units.** The Association shall be responsible for the maintenance, replacement and repair of the following exterior portions of the Units: all roofs, siding, brick, stucco, and exterior water pipes up to the point the water pipe enters a building. Costs to maintain, replace and repair these items shall be paid as a Common Expense. Each Owner of a Unit shall be responsible for the cost of maintaining, repairing and replacing the following portions of the building: windows and glass, exterior doors, and garage doors. The respective maintenance duties of the Association and the Owners are more fully described on the Maintenance Chart.

ARTICLE X ASSESSMENTS

- 10.1 **Agreement to Pay Assessments.** Each Owner of a Lot, by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Restated Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article X.
- 10.2 **Regular Assessments.** Regular assessments shall be computed and assessed against all Lots in the Project as follows:
 - a) **Common Expenses.**
 - (i) **Annual Budget.** On or before the 1st day of November of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners on or before the

15th day of December of each year. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(ii) **Basis of Annual Budget.** The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Common Expenses") arising out of or connected with maintenance and operation of the Common Areas, and those portions of the building that are to be maintained, repaired and replaced by the Association. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Restated Declaration.

(iii) **Annual Assessments.** The Association shall establish a regular monthly assessment against each Owner, which assessment shall be equal for each Owner and be paid by each Owner into a common expense fund ("Common Expense Fund"). The foregoing method of assessing the Common Expenses to the Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Lot shall be equal. Each monthly installment of the regular assessment not timely paid by the 5th day of the month shall bear interest at the rate of one and one-half percent (1½ %) per month from the date it becomes due and payable until paid, as well as a late fee in an amount established by the Board, not to exceed \$50.00 per month. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

10.3 **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 10.4 below, except that the vote therein specified shall not be necessary.

10.4 **Special and Individual Assessments.** In addition to the regular assessments authorized by Sections 10.1 and 10.2 above, the Association may levy, at any time and from time to time, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of the Common Areas or any part thereof, or for any other expenses incurred or to be incurred as provided in this Restated Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. This Section shall not be construed to require a vote of the Owners to approve an assessment needed

to repair or maintain portions of the Common Area or buildings that the Association is responsible to repair and maintain. Any amounts assessed pursuant hereto shall be apportioned equally among and assessed equally to all Lots. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1½ %) per month from the date such portions become due until paid plus late fees as established by the Board not to exceed \$50.00 per month. In addition to Special Assessments authorized by this Section, the Association may levy an Individual Assessment against any Owner for actual damages said Owner causes to the Common Areas and Facilities or to other property within the Association, or for costs and expenses incurred by the Association—including but not limited to reasonable attorney fees and costs—in bringing an Owner into compliance with the Association's governing documents.

- 10.5 **Lien for Assessments.** All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article X, together with interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article X, the Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the Weber County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien, and all reasonable attorney fees.
- 10.6 **Personal Obligation of Owner.** The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his/her Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.
- 10.7 **Statement of Account.** Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.
- 10.8 **Personal Liability of a Purchaser.** A purchaser of a Lot shall be jointly and severally liable

with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

- 10.9 **Non-Judicial.** Foreclosure. All costs, expenses, assessments and fees owed to the Association for Common Expenses may be secured by a lien, which lien may be foreclosed in the same manner as foreclosures of deeds of trust under Utah law. The lien shall also secure and the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided He/She is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his/her right, title, and interest in and to the real property for the purpose of securing his/her performance of the obligations set forth herein.

ARTICLE XI INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

- 11.1 **Insurance.** The Board shall obtain insurance as required in this Restated Declaration, the Utah Community Association Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Restated 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. Insurance premiums shall be a Common Expense.
- 11.2 **Property Insurance.**
- a. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building services equipment as provided in the Utah Community Association Act. The Association may maintain broader coverage if afforded by the insurance contract.
 - b. The blanket policy shall exclude land and other items not normally and reasonably

covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms is used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

- c. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- d. The 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 (including the Units) 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.
- e. The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Project's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

11.3 HO-6 Policy and Owner Liability Insurance. As more fully described in § 57-8a-401 through 407 of the Utah Code, an Owner who owns a Unit that has suffered damage as part of a loss covered by the Association's property insurance policy is responsible for an amount calculated by applying the Unit damage percentage for that Unit to the amount of the deductible under Association's insurance policy. For that reason, each Unit Owner is required to obtain his/her own insurance policy in the form of an HO-6 policy. An HO-6 Policy insures an Owner against the costs associated with paying all or a portion of the Association's deductible. In addition, each Owner is required to obtain liability insurance insuring against liability incident to the use, ownership or maintenance of that Owner's Unit, Lot and Limited Common Area. The coverage limits under such policy shall not be less than Three Hundred Thousand Dollars (\$300,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence.

11.4 Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- a. The Association's policy provides primary insurance coverage, the Owner is responsible for the Association's policy deductible, and the Owner's policy applies to that portion of the loss attributable to the Association's policy deductible.

- b. An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and
- c. If an Owner does not pay the amount required under Subsection b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

11.5 Claims Under the Deductible. If, in the exercise of its business judgment, the Management Company or Board determines that a claim is likely not to exceed the Association's policy deductible:

- a. the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible;
- b. an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and
- c. the Association need not tender the claim to the Association's insurer.

11.6 Deductible Notice. The Association shall provide notice to each Owner of the Owner's obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

11.7 No Association Insurance for Personal Property. The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

11.8 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, 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 (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

- 11.9 **Director's and Officer's Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Board, 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). This policy shall:
- (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) 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 (4) provide coverage for defamation. In the discretion of the Board, 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.
- 11.10 **Theft and Embezzlement Insurance.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, (c) officers, directors, and employees of any Manager of the Association, and (d) coverage for acts.
- 11.11 **Worker's Compensation Insurance.** The Board shall purchase and maintain in effect workers' compensation insurance for all employees of the Association, if any, to the extent that such insurance is required by law and as the Board deems appropriate.
- 11.12 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.
- 11.13 **Named Insured.** The named insured under any policy of insurance shall be the Association.
- 11.14 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 11.15 **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 affiliates, agents and employees.
- 11.16 **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Utah Community Association Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE XII

DAMAGE OR DESTRUCTION

- 12.1 **Association as Attorney in Fact.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Common Areas, Lots, Units and buildings of the Project upon their damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Association as his/her attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of an Owner in the Common Areas, Lots, Units and buildings which may be necessary or appropriate to execute the powers herein granted.
- 12.2 **Total Destruction.** If damage or destruction occurs in or to the Project that is so extensive that 67% of the Owners of Lots in the Project vote to not rebuild, repair or reconstruct the Common Areas, Lots, Units or buildings damaged or destroyed, then in such event and upon written agreement of 67% of the owners, this Restated Declaration shall be terminated, and each Owner shall own his/her Lot, and all Owners together shall own all Common Areas as tenants in common, and there shall be no obligation to repair or reconstruct the damaged portions of the Common Areas. Upon the dissolution of the Project as herein provided, a notice of such shall be filed with the Weber County Recorder, and upon filing of such notice, the following shall occur:
- a. The Common Areas shall be deemed to be owned in common by the Owners as tenants in common on an equal, undivided basis;
 - b. Any liens affecting any of the Lots shall remain a lien on their respective Lots, but also shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Common Areas;
 - c. If 67% of the Total Votes of the Association so elects within ninety (90) days after the damage has occurred, and if allowed by the applicable governmental authorities, the Common Areas shall be dedicated as public roads in accordance with applicable statutes and ordinances, and all Owners shall join in such dedication; and
 - d. If the option described in Section 12.2 (c) above is not elected, the Common Areas shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided equally among all of the Owners, after first paying out of the respective share of each Owner, to the extent sufficient for such purpose, all liens on the undivided interest in the Project owned by such Owner.
- 12.3 **Partial Destruction.** As long as 67% of the Owners of Lots so elect, upon the damage or destruction of any portion of the Common Areas, Lots, Units or buildings, the Association shall proceed to repair and reconstruct the Common Areas, Lots, Units and buildings. The Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repair and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Association shall levy a

special assessment against all Owners pursuant to the provisions of Article XII above to collect funds necessary to accomplish such repairs and reconstruction. (For purposes herein, Partial Destruction means greater than 10% and less than 50% of the Common Area, Lots, Units and buildings are destroyed or rendered uninhabitable).

- 12.4 **Repair or Reconstruction.** As soon as practicable after receiving estimates on the cost of repair or reconstruction, the Association shall, if repair or restoration is to occur, diligently pursue to complete the repair or reconstruction of that part of the Common Areas, Lots, Units and buildings damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith.
- 12.5 **Disbursement of Funds for Repair or Reconstruction.** If repair or reconstruction is to occur, then the insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for the payment of the costs of such repair and reconstruction. It shall be deemed that the first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be distributed equally to the Owners.

ARTICLE XIII CONDEMNATION

- 13.1 **Condemnation.** If at any time or times all or any part of the Common Areas shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Areas in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.
- 13.2 **Proceeds.** All compensation, damages, and other proceeds from any such taking by power of eminent domain shall be allocated among and distributed to the Owners in proportion to and based on the number of Lots in the Project. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

ARTICLE XIV COMPLIANCE WITH RESTATED DECLARATION AND BYLAWS

- 14.1 **Compliance.** Each Owner shall comply with the provisions of this Restated Declaration, the Articles of Incorporation and Bylaws of the Association, Rules and Regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or by an aggrieved Owner.
- 14.2 **Enforcement and Remedies.** The obligations, provisions, covenants, restrictions and conditions contained in this Restated Declaration, or in any supplemental or amended Declaration, enforceable against the Association, shall be enforceable by any Owner of a Lot,

by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Restated Declaration, or in any supplemental or amended Declaration, enforceable against an Owner or any other person, shall be enforceable by the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. In any such action by the Association seeking an injunction, any violation of any provision of this Restated Declaration shall be deemed to constitute irreparable harm to the Association, and the Association shall be entitled to recover its reasonable attorney fees and costs from the violating Owner.

ARTICLE XV MORTGAGEE PROTECTION

- 15.1 **Mortgage Protection.** No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosures or trustee's sale.
- 15.2 **Priority of Liens.** No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior 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 recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.
- 15.3 **Prior Liens Relate Only to Individual Lots.** All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.
- 15.4 **Mortgage Holder Rights in Event of Foreclosure.** Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer.
- 15.5 **Amendment.** No provision of this Article XVII shall be amended without the prior written consent of at least two-thirds of all first Mortgagees as appear on the official records of Weber County, Utah, as of the date of such amendment. However, should this Article XVII be amended without the prior written consent of at least two-thirds of all first Mortgagees, the first Mortgagees who have received a security interest in a Unit as indicated on the official records of Weber County, Utah, will not be subject to the amendment but will be bound by the provisions of Article XVII that existed of record at the time the first Mortgagee received a security interest. Any Mortgagee who receives a security interest in a Unit will be bound by the provisions of this Article XVII that existed of record at the time the Mortgagee received a security interest in a Unit.

ARTICLE XVI

GENERAL PROVISIONS

- 16.1 **Intent and Purpose.** The provisions of this Restated Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a planned unit development project. Failure to enforce any provision, restriction, covenant, or condition in this Restated Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 16.2 **Construction.** The provisions of this Restated Declaration shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Restated Declaration or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 16.3 **Registration of Mailing Address.** Upon the purchase of any lot, the Owner of such Lot shall register with the Association his/her current mailing address. All notices or demands intended to be served upon any Owner may be sent by email, first class U.S. mail, or postage prepaid addressed to the Owner at his/her registered mailing address, or, if no address has been registered, to the Lot of such Owner. All notice or demands intended to be served upon the Association may be sent by email, first class U.S. registered, certified mail, or postage prepaid addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Restated Declaration shall be deemed given three days after sent by email, deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section.
- 16.4 **Resident Contact Information.** All Owners shall be required to provide their contact information (name, telephone number, email address and mailing address) to the Association. Further, if an Owner leases their Unit, that Owner shall provide the contact information for their tenant to the Association. If an Owner refused to provide contact information for themselves or their tenant to the Association, that Owner shall be subject to a fine in an amount identified in the Association's Rules and Regulations.
- 16.5 **Audit.** Any Owner may at any reasonable time, upon appointment and at his/her own expense, cause an audit or inspection to be made of the books and records maintained by the Association.
- 16.6 **Amendment.** Amendments to the Declaration shall be proposed to the Owners only by the HOA Board, either on its own initiative or after it receives a written request to do so signed by at least twenty percent (20%) of the Owners. Except as otherwise provided herein, this Restated Declaration, and any amendments to the Restated Declaration, may be

amended with or without a meeting of the Owners by the affirmative consent or vote of at least sixty percent (60%) of the Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by an officer of the Association certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Weber County, State of Utah.

- 16.7 **Effective Date.** This Restated Declaration shall take effect upon recording.
- 16.8 **Agent for Service.** The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.
- 16.9 **Limitation on Association's Liability.** The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice. No diminution or abatement of any assessments under this Restated Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.
- 16.10 **Owner's Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Restated Declaration shall continue, notwithstanding that he/she may be leasing, renting, or selling on contract his/her Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he/she conveys title to such Lot.

CERTIFICATION

It is hereby certified that owners holding more than sixty-seven percent (67%) of the voting interests within Tuscan Ridge have voted to approve this Restated Declaration.

IN WITNESS WHEREOF, this 14 day of August, 2024.

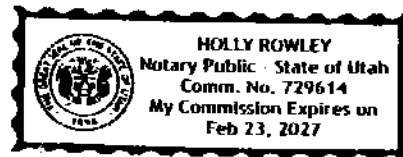
Tuscan Ridge Home Owners Association, Inc

By: 
President

STATE OF UTAH)

COUNTY OF WEBER)

On the 14 day of August, 2024, personally appeared before me Joshua Desorail, the President of the Tuscan Ridge Home Owners Association, Inc. who duly acknowledged before me that he/she executed the foregoing instrument for and on behalf of said Association in his/her authorized and stated capacity.




NOTARY PUBLIC

Exhibit “A”

Legal Description

Exhibit "A"

Legal Description

The real property included in Tuscan Ridge Townhomes Phase No. 1, Phase No. 2, Phase No. 3, Phase No. 4, and Phase No. 5 pursuant to this Fourth Amended Declaration, located in Weber County, Utah, is described as follows:

ALL OF LOTS 1 THROUGH 8, TUSCAN RIDGE TOWNHOMES PHASE 1, SOUTH OGDEN CITY, WEBER COUNTY, UTAH; INCLUDING ALL COMMON AREA AS SHOWN ON THE PLAT MAP RECORDED IN THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER.

(Lots: 07 -719 - 0001 through 07-719- 0008; and the common area 07-719-0009)

ALL OF LOTS 9 THROUGH 16, TUSCAN RIDGE TOWNHOMES PHASE 2, SOUTH OGDEN CITY, WEBER COUNTY, UTAH; INCLUDING ALL COMMON AREA AS SHOWN ON THE PLAT MAP RECORDED IN THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER.

(Lots: 07 -726 - 0001 through 07-726- 0008; and the common area 07-726-0009)

ALL OF LOTS 17 THROUGH 20, TUSCAN RIDGE TOWNHOMES PHASE 3, SOUTH OGDEN CITY, WEBER COUNTY, UTAH; INCLUDING ALL COMMON AREA AS SHOWN ON THE PLAT MAP RECORDED IN THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER.

(Lots: 07 -736 - 0001 through 07-736- 0004; and the common area 07-736-0005)

ALL OF LOTS 1 THROUGH 8, TUSCAN RIDGE TOWNHOMES PHASE 4, SOUTH OGDEN CITY, WEBER COUNTY, UTAH; AND INCLUDES ALL COMMON AREA, AS SHOWN ON THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER.

(Lots: 07 -743 - 0001 through 07-743- 0008; and the common area 07-743-0009)

ALL OF LOTS 1 THROUGH 19, TUSCAN RIDGE TOWNHOMES PHASE 5, SOUTH OGDEN CITY, WEBER COUNTY, UTAH; AND INCLUDES ALL COMMON AREA, AS SHOWN ON THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER.

(LOTS: 07-762-0001 THROUGH 07-762-0019; AND THE COMMON AREA 07-762-0020)

Exhibit “B”

Bylaws

BYLAWS

TUSCAN RIDGE HOME OWNERS ASSOCIATION, INC.

The following are adopted by the members of the Tuscan Ridge Home Owners Association, Inc. ("Tuscan Ridge" or "Association") as the administrative Bylaws for the Association.

ARTICLE I PLAN OF LOT OWNERSHIP

- 1.1 **Submission.** These Bylaws are referred to and incorporated by reference in the foregoing Declaration of the Tuscan Ridge Home Owners Association (the "Declaration"), which is located in Weber County, State of Utah. These Bylaws shall govern the administration of Tuscan Ridge and its Association of Owners.
- 1.2 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration, the latter shall in all instances govern and control.
- 1.3 **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.
- 1.4 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Tuscan Ridge shall be subject to and abide by these Bylaws.
- 1.5 **Definitions.** The definitions set forth in the Declaration shall also govern and be used to define the terms used in these Bylaws.

ARTICLE II ASSOCIATION

- 2.1 **Composition.** The association of Lot Owners is a mandatory association consisting of all lot Owners in Tuscan Ridge.
- 2.2 **Voting.** Each Lot Owner shall have an equal vote.
- 2.3 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting. Meetings may also be conducted through a virtual platform.
- 2.4 **Annual Meeting.** Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 7:00 o'clock p.m. on the second Tuesday of February of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
- 2.5 **Special Meetings.** The President shall call a special meeting (a) if he/she so desires, (b) if a

majority of the members of the Board direct him/her to do so, or (c) upon receipt of a petition signed and

presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

- 2.6 **Notice of Meeting.** It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least seven (7) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his/her respective Lot or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.
- 2.7 **Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he/she shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.
- 2.8 **Proxies.** The votes appertaining to any Owners of a Lot may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Lot Owner, or in cases where the Lot Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Lot Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Lot Owners or the legal representative of an Organizational Lot Owner may be proxies.
- 2.9 **Quorum.** A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. The Board or Management Company will notify owners of rescheduled meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Lot Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Lot Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.
- 2.10 **Order of Business.** The order of business at all meetings of the Association shall be as follows:
 - a. roll call;
 - b. proof of notice of meeting;
 - c. reading of minutes of preceding meeting;
 - d. election of Board Members
 - e. unfinished business; and

f. new business.

2.11 **Conduct of Meeting.** The President shall, or in his/her absence the Secretary, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

2.12 **Notification by Mail, Website and Email.** Any notice permitted or required to be delivered by the Management Company, the Board, or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

- a. If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board for the purpose of service of such notice or to the Lot of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Board.
- b. If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website (if any). The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Lot Owner by mail.
- c. If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Lot.

ARTICLE III BOARD

3.1 **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 Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for at least the following:

- a. Preparation of an annual budget;
- b. Determining the annual assessment of each Owner;
- c. Managing the Association;
- d. Maintaining the Common Areas and Facilities;
- e. Collecting the Assessments;
- f. Adopting and amending Rules and Regulations;
- g. Enforcing the Project Documents;
- h. Opening of bank accounts on behalf of the Association;
- i. Providing common utility services;

- j. Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws;
- k. Commencing legal action when necessary;
- l. Purchasing and maintaining insurance;
- m. Paying the cost of all services rendered to the Association not billed directly to Owners of individual Lots.
- n. Keeping books and records of the Association;
- o. Giving notice of alleged violations of the Project Documents and providing the alleged violator the opportunity to be heard;
- p. Making emergency repairs;
- q. Doing such other things and acts necessary to accomplish the foregoing

- 3.2 **Composition of Board.** The Board shall be composed of three to five (3-5) members of the Association.
- 3.3 **Qualification.** Only individual Lot Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board membership.
- 3.4 **Election and Term of Office of the Board.** The term of office of membership on the Board shall be two (2) years and each member shall serve on the Board until such time as his/her successor is duly qualified and elected.
- 3.5 **Initial Organizational Meeting.** The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.
- 3.6 **Regular Meetings.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than quarterly.
- 3.7 **Special Meetings.** Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.
- 3.8 **Waiver of Notice.** Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- 3.9 **Quorum.** At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 3.10 **Vacancies.** Vacancies on the Board caused by any reason other than removal of a member by a

vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

- 3.11 **Removal of Board Member.** A Board member may be removed, with or without cause, and his/her successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.
- 3.12 **Compensation.** Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with management business and approved by the Board.
- 3.13 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.
- 3.14 **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
- 3.15 **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

ARTICLE IV OFFICERS

- 4.1 **Designation.** The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board.
- 4.2 **Election of Officers.** The officers of the Association shall be elected annually by the members of the Board at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board at a regular meeting or special meeting called for such purpose.
- 4.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his/her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
- 4.4 **President.** The President shall be the chief executive officer; he/she shall preside at meetings of

the Association and the Board and shall be an ex officio member of all Boards; he/she shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect.

- 4.5 **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him/her for that purpose and shall perform like duties for Boards when required. He/she shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.
- 4.6 **Treasurer.** The Treasurer shall have custody of all funds and securities. he/she shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. They shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his/her transactions as Treasurer and of the financial condition of the Project.

ARTICLE V FISCAL YEAR

- 5.1 The fiscal year of the Association shall be the calendar year consisting of the twelve-month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

ARTICLE VI AMENDMENT TO BYLAWS

- 6.1 **Amendments.** These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety-day period.
- 6.2 **Recording.** An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Weber County, State of Utah.

ARTICLE VII NOTICE

- 7.1 **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid.
- 7.2 **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be

deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

ARTICLE VIII COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

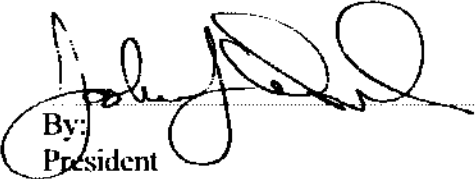
- 8.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Declaration.
- 8.2 **Conflict.** These Bylaws are subordinate are subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.
- 8.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 8.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 8.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
- 8.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" be mandatory and "may" permissive.

CERTIFICATION

It is hereby certified that owners holding more than sixty-seven percent (67%) of the voting interests within Tuscan Ridge have voted to approve these Bylaws.

IN WITNESS WHEREOF, this 14 day of August 2024.

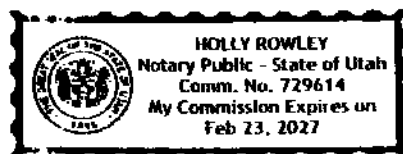
Tuscan Ridge Home Owners Association, Inc

By: 
President

STATE OF UTAH)

COUNTY OF WEBER)

On the 14 day of August 2024, personally appeared before me Joshua DeSoria, the President of the Tuscan Ridge Home Owners Association, Inc., who duly acknowledged before me that he/she executed the foregoing instrument for and on behalf of said Association in his/her authorized and stated capacity.




NOTARY PUBLIC