

**BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.
GARDEN CITY, UTAH 84028**

**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.,
AN EXPANDABLE PLANNED UNIT DEVELOPMENT**

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This Third Amended and Restated Declaration of Covenants, Conditions, and Restriction for Bridgerland Village Homeowners Association, Inc. (“Declaration”) and Third Amended and Restated Bylaws of Bridgerland Village Homeowners Association, Inc. (“Bylaws”) is made as of the date of the recording in the Rich County Recorder’s Office by the Bridgerland Village Homeowners Association, Inc., a Utah Nonprofit Corporation (“Association”).

RECITALS

1. This Declaration supersedes and replaces in its entirety the previously recorded Amended Declaration of Restrictive Covenants that was recorded as Filing No. 78630, in Book X10, Page 927 on November 13, 2009, at the Rich County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration (“Prior Declaration”).
2. The Bylaws of the Association, attached as Exhibit C, supersede and replace the By-Laws of Bridgerland Village Homeowners Association, Inc., that were recorded as File No. 78631 on November 13, 2009, at the Rich County Recorder’s Office, and all amendments thereto and prior versions thereof predating the recording of these Bylaws (“Prior Bylaws”).
3. The Association is the authorized representative of the Owners of certain real property known as Bridgerland Village Homeowners Association, located in Rich County, State of Utah and more particularly described on Exhibit A attached to and incorporated in this Declaration by reference.
4. Pursuant to Section L of the Prior Declaration and Article VII, Section 1 of the Prior Bylaws, this Declaration and the attached Bylaws have been duly approved and adopted. A Certificate of Approval of the amendment is attached as Exhibit B and incorporated into this Declaration by reference.
5. The Association desires to establish, for its own benefit and for the mutual benefit of all current and future Residents of Bridgerland Village Homeowners Association, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth in this Declaration.

SUBMISSION

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act (defined in Article 1, below).

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2. The Property is made subject to and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of governing municipalities to access the roads within the Property for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.
3. The Property is subject to described easements and rights of way, including dedicated roadways and public utility easements that are depicted on the Plat (defined in Article 1, below).

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

In consideration of the Recitals above, the Association, in order to further preserve and maintain the integrity of the Property, declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, which run with the Property and are binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

When used in this Declaration (including the “Recitals” and “Submission”), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration, which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code § 57-8a-102.

1.1 “Articles” and “Bylaws” shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board’s selection, the Board’s general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 “Assessments” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, or other charge.

1.3 “Association” shall mean the Bridgerland Village Homeowners Association, Inc., a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 “Association Rules” shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof, which are hereby incorporated as part of the

Association's governing documents. See the Association's website www.bridgerlandvillagehoa.org, request a copy from the Board or review the Association's hard copy records kept on file for the current copy of the Association's Rules.

1.5 "Building" shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 "Board" shall mean the Board of the Association, which is made up from the combined executive officers and other board members.

1.7 "Capital Improvement" shall mean any addition or improvement, made in the sole discretion of the Board, to the Common Areas with a useful life of three or more years including that part of any expansion or other modification to an existing improvement which increases the total value of the improvement over its repair or replacement cost. An addition or improvement is not discretionary if it is (a) necessary to replace or repair items covered in the Association's then current reserve study; or (b) necessary for health or safety purposes; or (c) mandated by a governmental authority.

1.8 "City" shall mean the City of Garden City, Utah, a municipal corporation of the State of Utah.

1.9 "Common Areas" shall mean all real and personal property and other interests therein, together with the facilities, fixtures, and improvements located thereon, which the Association owns or otherwise holds and related improvements, including any additional such areas and facilities contained in any Expansion Property which are subsequently annexed herein. Common areas shall include, without limitation, all easements running in favor of the Association and the improvements and fixtures situated within or upon said easements; all roads within the Association's Property; the dumpster storage area; the open parking lots; all Common Areas specifically set forth and designated as such on the Plat or Plats of the Association's Property; all Exclusive Common Areas; and all Common Areas as defined in the Act, whether or not expressly listed herein or on the Plat or Plats of the Association's Property.

1.10 "Common Expenses" shall mean the actual and estimated costs of any item or items approved by the Board and incurred, or anticipated to be incurred, in connection with the Common Areas, administration of the Association, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration, including any reasonable reserve.

1.11 "Design Guidelines" shall mean the guidelines adopted from time to time by the Board at its sole discretion, or by the Architectural Review Committee as provided for herein, setting forth certain architectural standards and specifications regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements on the Association's Property.

1.12 “Expansion Property” shall mean real property that may be added to the Association’s Property by recording additional Plats.

1.13 “Family” shall mean one of the following groups of individuals, but not more than one at the same time: (1) an individual living alone; or (2) two or more people all of whom are related to one designated occupant of the dwelling by blood, marriage, adoption, or legal guardianship and their foster children and up to two other unrelated persons who do not pay rent and are not the primary occupant(s) of the dwelling; or (3) up to three unrelated individuals who live and cook together as a single housekeeping unit; or (4) two unrelated individuals and any children of either of them living as a single-housekeeping unit. For purposes of this section, primary occupant(s) is defined as the owner of the dwelling, and all persons related to the owner, or, if the owner does not live in the dwelling, the primary occupant(s) shall mean the person(s) to whom the owner has leased the dwelling and all persons related to the lessee. The definition of family includes up to two guests if the guests live and cook together with the family in a single dwelling unit and do not pay rent or give other consideration for the privilege of staying with the family. A guest under this section is defined as a person that stays with the family for a period of less than thirty days within any rolling one year period and does not utilize the dwelling as a legal address for any purpose. For purposes of the definition of family, the term related means a spouse, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great grandparent, and great grandchild. The term related does not include other, more distant relationships such as cousins. . While not intended to be an exhaustive list, the following persons or groups do not fit the above definition of family: renters, roomers, or groups occupying a boarding house, employee house, staff house, lodging house, therapy house or hotel. Health and safety concerns are a consideration for the limits on numbers of occupants in any given dwelling.

1.14 “Governing Documents” shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Association Property. Governing Documents includes the Articles, the Bylaws, any Plat, this Declaration, the Design Guidelines, and Association Rules.

1.15 “Improvements” shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property of any Lot or of any structure or thing affixed on the Property or any Lot, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.16 “Institutional Mortgagee” shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered

under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Board.

1.17 "Lot" shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Association Property. All lots in the Association shall be not less than one acre, except for lots in Plat A, which may not be less than 1/3rd acre, lots in Plat CC, which may not be less than 1/2 acre, and Lot 54 in Plat D, which shall be .85 acre, and shall be known and described as residential lots, except areas specifically designated as commercial in said subdivision plats. No more than one residence shall be erected, altered, placed or permitted to remain on any residential building Lot. This residence shall be a Single-Family Dwelling, nor shall any part thereof, except chimneys, exceed the height of thirty-five (35) feet from the ground level and shall be so arranged on the lot as to incur minimal disruption of natural land forms and vegetative cover.

1.18 "Meeting of the Board" or "Meeting" shall mean a gathering of the Board, whether in person or by electronic system that allows for oral communication in real time (such as web conferencing, video conferencing, and telephone conferencing), at which the Board can take binding action; Communication by email shall not be considered a Meeting.

1.19 "Member" shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2.

1.20 "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

1.21 "Mortgagee" shall mean the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

1.22 "Occupant" shall mean and include the Owner(s), their respective heirs, successors and assigns (including Mortgagees), and any person who shall be entitled to the use and occupancy of any lot within the Association Property under any lease.

1.23 "Owner" shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.24 "Permittees" shall mean all Occupants and all other invitees of Occupants.

1.25 "Plat" shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Buildings, improvements, or Residences created by the

Plat shall comprise the Property; and (d) which is filed for record in the office of the Rich County Recorder of Utah.

1.26 “Property” shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference together with all of the Buildings and other Improvements constructed thereon and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.27 “Residence” shall mean and refer to any Residence or Dwelling situated upon a Lot which is designed and intended for separate, independent residential use and occupancy.

1.28 “Single-Family Dwelling” shall mean a building arranged or designed to be occupied exclusively for private residential purposes by one “Family” as that term is defined above, the structure having only one dwelling unit.

1.29 “Utah Community Association Act” or the “Act” shall refer to the applicable provisions of the Community Association Act described in Utah Code § 57-8a-101 et seq., as amended from time to time.

ARTICLE 2 MEMBERSHIP IN THE ASSOCIATION

2.1 Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. Notwithstanding the foregoing, a Member’s voting rights and privileges in the Common Areas may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner’s name to the transferee of such Owner’s interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Rich County Recorder’s office.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and, in the Articles, Bylaws and Association Rules. The Association shall have one class of Members. Each Member shall be entitled to one (1) vote for each Lot such Member owns. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists. Only paying Members current on their Assessments may vote.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of a quorum of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

ARTICLE 3 COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made without the necessity of recording such lien into the county deed records; recording of this Declaration shall constitute perfection and notice of such lien. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Lot shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Lot.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration

3.3 Regular Assessments. Regular Assessments shall be payable in such manner and at such intervals as determined by the Board and shall be levied equally against all Lots. Prior to the beginning of each fiscal year of the Association, the Board

shall prepare a budget estimating the total Common Expenses to be incurred for the upcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Owner. Written notice of the annual Regular Assessments shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due except that, prior to the imposition or collections of any such revised amount, the Board shall pass a resolution containing written findings as to the necessity of the extra costs involved and why the costs were not or could not have been reasonably foreseen in the budgeting process and such resolution shall be distributed to the Owners with at least twenty (20) days' notice of the revised amount before any such amounts are due. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.4 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas. All amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. These reserves may be placed in low risk investment accounts that must be able to be liquidated within one (1) year's notice.

3.5 Special Assessments. In addition to any other Assessments authorized herein, the Board may, at its discretion and on behalf of the Association, levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or Capital Improvements. Special Assessments shall be payable in such manner and at such intervals as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

3.6 Individual Assessments. The Association may levy an Individual Assessment against any owner individually and against such Owner's Lot to reimburse the Association for costs, including reasonable costs to cover damages caused by an Owner and/or his or her invitees and pets to Common Areas, incurred in bringing an Owner and his or her Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules, or any other charges incurred by the Association as the direct result of such Owner's acts or omissions, together with attorney's fees, interest and other charges related thereto which Individual Assessment may be levied by the Association after notice to the Owner and an opportunity for a hearing.

3.7 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge for administrative costs may be collected by the Board for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.8 Exempt Property. The following portions of the Association Property shall be exempt from the Assessments created herein(1) all properties dedicated to and accepted by, or otherwise acquired by a public authority; (2) the Common Areas.

3.9 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

3.10 Reinvestment Fee. Upon any transfer of legal title to a Lot, the parties to the transfer shall pay to the Association at closing, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time, but not to exceed five hundred dollars (\$500).

ARTICLE 4 NONPAYMENT OF ASSESSMENTS

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). The Board shall have authority to establish and charge late fees and interest. The Board may, by resolution and/or in the Association Rules, determine the amount, rate, and timing of late fees and interest.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

- a. The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interests, late fees, costs, and attorney's fees.
- b. The Association may foreclose the Association's lien and/or a judgment against the Lot for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to Utah Code § 57-8a-304.
- c. Subject to Utah Code § 57-8a-310, the Association may require tenants of a Lot to make future lease payments directly to the Association so long as Assessments remain unpaid for such Lot.

4.3 Other Remedies. The Association shall have all other rights and remedies

available by applicable law, including the right to assess fines and suspend voting rights for any period during which any Assessment against an Owner's Lot remains unpaid. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

4.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

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

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

4.7 Appointment of Trustee. The board may appoint a trustee per U.C.A. Sections 57-1-20 and 57-8a-, the trustee shall be a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE 5 COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Permitted Use. *No Lot shall be used except for Single-Family Dwelling zoned, residential purposes.* All Buildings must comply with the Design Guidelines.

5.2 Use for Personal Profit. Common Area, Association property, and Association capital may not be used for personal profit.

5.3 Nuisances Prohibited. No person shall create, maintain or permit a nuisance in, on or about the Association. For purposes of this Section a "nuisance" is anything that is injurious to health, indecent, offensive to the senses or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or that would hinder or reduce the value of other property. any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance. A nuisance includes, but is not limited to, the following:

- a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;
- b. The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- c. The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- d. The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Association;
- e. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;
- f. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;
- g. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees;
- h. Too much noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 6:30 a.m. unless circumstances that may create a health and safety risk such as utility interruptions or snow removal require it limited to what is reasonably necessary to mitigate the risk
- i. Failing to immediately clean up feces deposited by a pet in the Common Areas;
- j. Allowing a pet to make continuous barking, meowing, or other animal noises.

5.4 Waste Disposal. No trash, garbage or waste material, including, but not limited to, scraps, grass, shrub or tree clippings, lumber, metals and plant waste, shall be kept, stored or allowed to accumulate on any portion of the Association Property except in an approved bin or contained within an enclosed structure appropriately screened from view. All trash, garbage and other waste materials shall be regularly removed from each Lot and the Association Property except in the undisturbed and undeveloped areas, naturally occurring deadfall and waste from vegetation may be left

unless and until it becomes unreasonable or creates a fire or roadway hazard at such point it will become the property owner's responsibility to remove.

5.5 No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Common Areas or other Improvements thereon or thereto, or jeopardize the safety or persons or property or impair any easement or hereditament appurtenant to the Association.

5.6 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

5.7 Commercial Business. No business, trade, or similar activity may be conducted on or from any Property, except that an Owner or Occupant may conduct business activities on or from the Property so long as;

a. The existence or operation of a home-based business activity is not apparent or detectable by sight, sound, or smell from outside the Property;

b. The business activity conforms to all applicable ordinances; and laws and carries any required licenses and insurance.

c. The business activity does not involve regular visitation to the Property by clients, customers, suppliers, or other business invitees or door-to-door solicitation of other Residences;

d. The business activity is consistent with the residential character of the Association and does not constitute a nuisance or a disturbance;

e. Occupants with related businesses, professions, and/or trades may store heavy equipment and/or vehicles on his or her Lot with Board approval if such heavy equipment and/or vehicles are not visible from the Common Area roadways and do not noticeably increase the traffic flow to the Association. This does not preclude Owners and Occupants from maintaining equipment and vehicles on their Property for the care and maintenance of said property as long as the same conditions are met.

f. Heavy equipment and/or vehicles already stored on Lots at the time of the recording of this Declaration receive "Legacy" status and may continue to be stored on those Lots without Board approval as long as the storage and/or use of such Legacy equipment and/or vehicles remains generally the same as prior to the adoption of this Declaration.

g. Only Owners and/or Occupants that reside at the Association shall be entitled to engage in any of the acceptable Commercial Business activities as outlined above.

5.8 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept on any Lot, in the Common Areas, or in any other part of the Association Property that would result in cancellation of the Association's insurance or any part thereof, nor shall anything be done or kept on any Lot that would increase the rate of insurance on the Property or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept on any Lot 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 an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

5.9 Lease Restrictions. No Owner shall lease less than the entire Lot. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules and convey to any lessee(s) that failure to comply with the Association's governing documents may result in the lease being terminated. All leases shall be in writing. Any lease term must be a minimum of thirty (30) consecutive days. Owners must provide the Board with the names and contact information for any lessee(s). All lease agreements must be accompanied by a license to rent from the town of Garden City.

5.10 Timesharing. The use of any lot or home for operation of a timesharing arrangement where the use of the Property, on a floating or fixed time schedule, over a period of time, among a variety of users that have no ownership rights are prohibited. Fractional ownership where a group of individuals enter into an agreement to own a particular property and all have established some level of ownership rights may be used as reasonable by the owners as long as the use is based on the definition of a Single-Family Dwelling above..

5.11 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Lots, the Common Areas, and the Property, as such rules and regulations may be modified, amended, and construed by the Association. Each Owner shall be held responsible for the noncompliance of the same by its Permittees, guests, tenants, licensee, or invitees

5.12 Subdivision of Lots. A Lot may not be subdivided without the prior approval of the Board. Each Owner waives the right of partition as may be permitted under applicable law.

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

5.14 Firearms and Hunting. The discharge of firearms and/or hunting within the Association is prohibited.

5.15 Vehicles. Vehicles shall not be parked on any of the Association's roadways.

a. Vehicles in extreme disrepair as reasonably determined by the Board shall not be abandoned or remain parked on any lot or on any Common Area. If an Owner or renter fails to remove an offending vehicle within five (5) calendar days following the date notice of the violation is mailed by the Association to the owner, the Association may cause the vehicle to be towed or otherwise removed from the premises and may assess the expense of such removal to the owner.

b. Motorized vehicles, including but not limited to; cars, truck, ATVs, motorcycles, snowmobiles and side by sides may only be driven upon the Common Area roadways or the Owner's Lot.

c. There is a twenty (20) mile per hour speed limit throughout the Association.

5.16 Lot Maintenance. Owners shall maintain their lots in a reasonable state of appearance and preservation as determined by the Board. Owners shall keep their yards free from debris, which includes but is not limited to; leaves, twigs, tree branches, rock, noxious weeds and other rubble. The areas of a lot that have been undeveloped and undisturbed may be left in their natural state except any item described above that may pose a danger to any user or that poses a risk of restricting access shall be removed by the Owner.

5.17 Exterior Appearance. Exterior Residence colors are restricted to earth tones and other colors that may conform to the area as determined by the Board or the Architectural Review Committee per Article 6, Section 6.3 below.

5.18 Barbed Wire Fencing. Barbed wire fencing is prohibited within the Association.

5.19 Fireworks. Fireworks are strictly prohibited anywhere on Association Property.

ARTICLE 6 GENERAL CONSTRUCTION REQUIREMENTS

6.1 Construction of Improvements on Each Lot. All work performed in the construction, maintenance, repair replacement, alteration or expansion of any Improvement on a Lot shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Lot, or part thereof, to or from any of the Common Areas, (b) construction work being performed on any other Lot; or (c) the use, enjoyment or occupancy of any other Lot. Any replacement, alteration or expansion of any Improvement on a Lot shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located on any other Lot to be in violation of any such laws, rules, regulations, orders or ordinances

6.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot, including, without limitation, the location of any temporary Buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Lot. No such placement, parking, or storage may occur on any street in the Association.

6.3 Board or Architectural Review Committee Approval. No Building or dwelling shall be erected, placed, or altered in excess of two hundred (200) square feet on any out-building in the Association until the building plans, specifications and plot plans showing the location of such building or dwelling and beginning and completion dates have been approved in writing by the Board or the Architectural Review Committee as to the conformity and harmony of external design and color with existing structures within the Association, and to location of the building with respect to topography and finished ground elevation. Such approval shall not be unreasonably withheld.

6.4 Waste Water System. Prior to the construction of any Building on a lot, the Owner must obtain written approval from the Bear River District Sanitarian or his or her successor for the waste water disposal system (if the plans call for one) for that Building on a Lot. Such system must comply with the requirements of the Utah State Division of Health and of the Bear River District Board of Health. Owners may be required to obtain an individual percolation test before seeking approval of a specific waste water system.

6.5 Temporary Living Structures. Mobile homes, trailers, temporary houses and any similar such structure may only be used on a Lot if a permanent Residence is simultaneously being constructed on said Lot. Any temporary living structure will only be allowed on a Lot for a maximum of two (2) years and only if the future Residence is still under construction. The use of a temporary living structure on any Lot must be approved by the Board in writing.

6.6 Minimum Residence/Building Size. Any Residence constructed on a Lot, exclusive of open porches and garages shall not have a ground floor area of less than

seven hundred and fifty (750) square feet. There is no minimum cost restriction for any Residence constructed within the Association Property.

6.7 Water. Water is currently furnished by the Bridgerland Water Company, Inc., which is a private utility created solely to provide culinary water to the Association.

ARTICLE 7 DUTIES AND POWERS OF THE ASSOCIATION

7.1 Organization of the Association. The Association has been organized as a nonprofit corporation pursuant to the Utah Nonprofit Corporation Act. If, at any time, such nonprofit corporation is dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. To the greatest extent possible, the successor unincorporated association shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association. Notwithstanding the foregoing, upon dissolution of the nonprofit corporation, the Board, in its sole discretion, may re-incorporate the Association by renewing the dissolved nonprofit corporation or by incorporating a new nonprofit corporation with a name that is substantially similar to the previously dissolved nonprofit corporation and with Articles that adopt the Declaration and Bylaws and that are otherwise substantially similar to the Articles of the previously dissolved nonprofit corporation. In the event that the Board incorporates a new nonprofit corporation as described above, the new nonprofit corporation shall be a successor of the previously dissolved nonprofit corporation and all of the property, powers, warranties, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the new nonprofit corporation.

7.2 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided below, which shall include the establishment of a system of fines or penalties enforceable as Individual Assessments;
- b. acquire, maintain and otherwise manage all of the Common Areas, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Association Property which the Association deems appropriate to maintain or is obligated to maintain, including, without limitation, any

landscaped areas, the roadways, the parking areas and the dumpster area as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

- c. pay any real and personal property taxes and other charges assessed against the Common Areas unless the same are separately assessed to the Owners;
- d. grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Association Property as provided below;
- e. contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;
- f. delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of homeowner associations to perform all or any part of the duties and responsibilities of the Association;
- g. establish and maintain an operating account and reserve fund in an amount to be determined by the Board;
- h. have the power of entry upon any Lot, after providing reasonable notice, where necessary in connection with construction, maintenance or repair for the benefit of the Common Areas, or the Owners;
- i. at its sole discretion, provide road maintenance and snowplowing services upon the Association's roadways for the benefit of the Owners and their Lots;
- j. acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas, the administration of the affairs of the Association or for the benefit of the Members;
- k. have the power to establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas to said district.

7.3 Association Rules. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the

Association, including, without limitation, the use of the Lots and Common Areas; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

7.4 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; provided, however, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

7.5 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

7.6 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his or her account, the Association may charge a fee, as allowed by the Act. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of an Owner's sale of his or her Lot, the Association may charge a fee as allowed by the Act.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding, if they acted in good faith and in a manner they reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in

the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

8.2 Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article 8.

8.3 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE 9 REPAIR AND MAINTENANCE

9.1 Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Areas or other land within and about the Association Property in such a manner and at such times as the Board shall prescribe and shall have a right of entry sufficient to allow accomplishment of the same:

- a. maintain the Common Areas and all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain;
- b. maintain all private roadways that are part of the Common Area;
- c. maintain all perimeter walls or fences constructed by the Association or Declarant surrounding the Properties or which separate a Lot from the Common Area, regardless of whether such wall or fence is located on the Common Area or on a Lot; provided that, the Association may assess an Owner half the cost of maintaining any portion of a perimeter wall or fence that abuts such Owner's property;
- d. cause the appropriate public utility to maintain any utility easements located within the Common Areas;

9.2 Repair and Maintenance by Owner. Every Owner shall:

- a. maintain all portions of such Owner's Lot, Residence, and all Improvements thereto including, without limitation, all exteriors,

landscaping, and fences and walls appurtenant to his or her Lot, in a clean, safe, and attractive condition, and painted as required at all times and in compliance with this Declaration, the Articles, Bylaws and the Association Rules. The Owner's responsibility includes, without limitation, maintenance of side yards, driveways and drainage.

- b. repair any structural or visible defects or damages to such Owner's Lot, Residence, and all Improvements thereto;
- c. keep such Owner's Lot free from weeds, trash, and debris, except in undeveloped areas, that which is naturally occurring and not a hazard, and keep all lighting clean and functional. To minimize disruption to wildlife, create an environment for viewing the night sky, and limit disruption on neighboring properties, lighting shall be shielded from shining upward and non-essential lighting will be turned off when not in use. Any other lighting must be reasonably necessary and limited in scope.

9.3 Architectural Review Committee and Design Guidelines:

- a. The Board may appoint an Architectural Review Committee ("ARC") and may establish provisions related to the ARC in the Association Rules. The ARC may consist entirely or in part of members of the Board. If the Board does not appoint an ARC, the Board shall serve as the ARC. The ARC shall prepare or adopt and promulgate on behalf of the Board design and development guidelines (the "Design Guidelines") and application and review procedures applicable to the Association Properties or any portion thereof. The Design Guidelines and procedures shall be those of the Association and the ARC shall have the sole and full authority to prepare and to amend the same, subject to approval of the City (if applicable). Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Design Guidelines, the ARC or the Board shall hold a meeting at which it provides the Owners an opportunity to be heard. The ARC or the Board shall deliver to the Members notice of the meeting and its purpose at least 15 days prior to the meeting. The Association shall make copies of the guidelines and procedures available, upon request, to Owners, builders, and developers who seek to engage in development of or construction upon any portion of the Association Properties, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.
- b. Any construction, alteration, modification, removal or destruction within the Association, including the location of all Improvements, must be approved in writing by the ARC prior to the commencement of the same if such work is outside of or modifying a Residence's physical structure. Construction or landscaping projects that are completely contained within a Residence or an Owner's lot and that do not significantly modify the appearance of

such Residence or Lot do not require approval. No person commencing such construction, alteration, modification, removal or destruction prior to receipt of such written approval shall acquire any vested rights in any such Improvement. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

- c. The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or incompatible with the Design Guidelines. Considerations such as sitting, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots or Common Area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.
- d. Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.
- e. Any Owner adversely impacted by action of the ARC may appeal such action to the Board. If, however, the ARC's duties are being carried out by the Board, then such appeal shall be considered a request for reconsideration.
- f. All appeals and hearings shall be conducted in accordance with procedures set forth by the Board by resolution.
- g. The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Board.
- h. Neither the Board nor the ARC shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of

which are the responsibility of the Owner.

9.4 Standards for Maintenance and Construction.

- a. Maintenance of the exterior of Buildings and Improvements shall be accomplished in accordance with the Design Guidelines.
- b. Throughout any period of construction upon a Lot, the Owner of such Lot shall keep the Lot and all streets used by construction equipment or trucks in a clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, blowing sand and erosion, whether by wind or water, on the Lot and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Lots. See *the Association's Rules for additional detail and standards.*

**ARTICLE 10
INSURANCE**

10.1 Insurance Requirement. The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act, Declaration, and Bylaws, and any additional insurance the Board deems necessary.

10.2 Liability Insurance. The Association shall obtain comprehensive general liability (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) covering all claims for death of or injury to any one person or property damage in any single occurrence.

10.3 Directors and Officers Insurance. The Association shall obtain Directors' and Officers' (D&O) liability insurance protecting the Board, Architectural Review Committee, other committees, the officers, and the Association against claims of, including without limitation, wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, etc.

10.4 Additional Insurance. The Association may, in the sole discretion of the Board, obtain additional insurance including, without limitation, a fidelity bond and insurance coverage for computer fraud, funds transfer fraud, and workers compensation.

10.5 Adjustments. Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

10.6 Insurance by Lot Owners. Each Owner is responsible for obtaining, at such Owner's expense, insurance against his or her liability and property insurance covering his/her Lot, dwelling, other related improvements, and personal property.

10.7 Waiver by Members. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

10.8 Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in ARTICLE 10 hereof. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

ARTICLE 11 EASEMENTS

11.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

- a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Association Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Lots owned by others, in or upon said lines or facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.
- b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Association Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot.
- c. The foregoing provisions of this Section shall not be deemed to give any

Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

11.2 Utilities. Easements over the Association Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Association are hereby reserved and established for the benefit of each Owner and their respective successors and assigns.

11.3 Common Area Easements: The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

- a. General, nonexclusive easements for the purpose of vehicular traffic over, upon, and across (1) any portion of privately-owned property located within the Association which has been improved or made available for such use by the owner of such property; (2) the public streets and alleys now and hereafter abutting any portion of the Association Property.

ARTICLE 12 AMENDMENTS

12.1 Manner of Amending. This Declaration may be amended by the affirmative vote or written consent (including ballots and proxies), or any combination thereof, of a simple majority of the membership that participates in the vote. If an Owner that has been notified of, and given an opportunity to vote, under the Association rules governing the process, and said Owner chooses not to vote it will not be considered as for or against, just that they have chosen not to participate and chose not to be heard.

12.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

12.3 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence, each Owner thereby gives its full, irrevocable, and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

ARTICLE 13 GENERAL PROVISIONS

13.1 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any

such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, Declarant, or by any Owner to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

13.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

13.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

13.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential units on the Property and for the maintenance of the Association and the Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

13.5 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine, they, them and/or neuter.

13.6 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

13.7 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Lot involved in the action. In any action to recover delinquent assessments or fines, the Association shall be entitled to recover its Attorney's Fees and all expenses whether or not a lawsuit or legal action is filed.

13.8 Notices. Any notice to be given to an Owner or Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

- a. Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, electronic communications such as text, or placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice sent by fax, email, or electronic communication shall be deemed delivered the earlier of one (1) hour after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners.
- b. Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first-class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice.

13.9 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Association and each and every Lot and portion thereof. The Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

13.10 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

13.11 Non-liability of Officials. To the fullest extent permitted by law, neither the Board, nor any other committee of the Association or any member of such Board or committee shall be liable to any Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Association adopted this Amended and Restated

Declaration of Covenants, Conditions, and Restrictions for and respecting Bridgerland Village Homeowners Association with the necessary approval of Lot owners as required herein, on the _____ day of _____, 2023.

BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.

BY: _____

TITLE: _____

STATE OF UTAH)

) SS:

RICH COUNTY)

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

**EXHIBIT A
LEGAL DESCRIPTION**

All of Bridgerland Village, Plats A, B, C, CC, D, E, F, G, all phases, a subdivision as shown by the official plats thereof filed on various dates, in the office of the Recorder, Rich County, Utah as follows:

Plat	Phase	Book	Page	Number
A		F2	145	F11847
B		O2	499	F15859
C		G3	412	F20572
CC		Y-3	498	25,078
D		X3	282	24663
E	I	D7	311	47322
E	II	Q7	133	50188
E	III	I7	949	48529
E	IV	Y7	383	52166
E	V	I8	414	54452
F	I	G9	240	59032
F	II	S9	909	61720
F	III	X9	513	63718
F	IV	X9	517	63720
G	I	F10	411	68759
G	II	F10	415	68761
G	III	F10	419	68763

**EXHIBIT B
CERTIFICATE OF APPROVAL OF AMENDMENT**

The undersigned, being duly authorized Board Members of the Bridgerland Village Homeowners Association, being duly sworn, certify as follows:

1. Attached to this Certification is the THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, Planned Unit Development situated in Garden City, Rich County, State of Utah.
2. The Prior Declaration and other proceeding amendment(s) were properly amended by the affirmative vote or written consent, or any combination thereof, of fifty-one percent (51%) of the total Membership.
3. The Association sought approval for these amendment(s) from all parties it was required to seek consent from pursuant to the Prior Declaration.

Dated: _____, 2023

Bridgerland Village Homeowners Association

By: _____
Representative of the Board

Attest: _____
Co-member of the Board

STATE OF UTAH)
) ss
RICH COUNTY)

Subscribed and sworn before me this ____ day of _____, 2023.

NOTARY PUBLIC

**EXHIBIT C
BYLAWS**

**AMENDED AND RESTATED BYLAWS
OF
BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.
RICH COUNTY, UTAH**

THESE AMENDED AND RESTATED BYLAWS OF BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC. ("Bylaws") are effective upon recording in the Rich County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE THIRD AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS FOR BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC. ("Declaration").
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

**ARTICLE I
DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

- 1.1 "Board Member" means a member of the Board, including the executive officers.

**ARTICLE II
APPLICATION**

All present and future Lot Owners, tenants, or any other persons who may use the facilities in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall

govern.

ARTICLES III MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held each year on a day and at a time established by the Board. Currently, the annual meeting is held on the second Saturday of June each year at 1:00 pm.

3.2 Special Meetings. Special meetings of the Owners may be called by a majority of the Board Members, the President, or upon the written request of Owners holding not less than fifteen percent (15%) of the voting interests of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within twenty (20) days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

3.3 Place of Meetings. The Board may designate any place in Rich County, State of Utah reasonably convenient for the Owners of the Association as the place of meeting for any annual or special meeting called by the Board. .

3.4 Notice of Meetings of the Members. The Board shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than thirty (30) days nor less than fifteen (15) days prior to the meeting. Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, electronic communications, or placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice sent by fax, email, or electronic communication shall be deemed delivered the earlier of one (1) hour after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners. Each Owner shall register with the Association such Owner's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member or Owner shall be deemed to be in "good

standing” and “entitled to vote” at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid their share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting. Only paying Members may be considered to be qualified voters. There is only one vote per lot regardless of the number of owners.

3.6 Record Date for Notice Purposes. Upon purchasing a Residence or Lot in the subdivision, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Residence has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board may designate a record date, which shall be no more than thirty (30) days and no less than fifteen (15) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Property shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

3.7 Quorum. At any meeting of the Owners, the Owners present in person or by proxy shall constitute a quorum for the transaction of business.

3.8 Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, signed, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 Votes. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. Each Owner shall be entitled to one (1) vote for each Lot such Owner owns. In the event there is more than one (1) Owner of a particular Lot, the vote relating to such

Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 Informal Action by Owners. Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of Association Owners had been in attendance at a regularly called meeting. In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of Owners approving the action that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved. An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

ARTICLE IV BOARD

4.1 General Powers. The property, affairs and business of the Association shall be managed by the Board ("Board"). The Board may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Owners. The Board shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all Owners by appointment during regular business hours. All books and records shall be kept in accordance with generally accepted accounting principles. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities,

functions, and powers as are properly delegable. The Board shall be authorized to hire a management company pursuant to its normal procedures for taking action. The Board may only terminate a management company's contract pursuant to the affirmative vote of at least four (4) Board Members. For the purposes of this paragraph, declining to renew an expired management company's contract shall not be deemed termination of the contract.

4.2 Number, Tenure, and Qualifications. The Board shall be composed of five (5) or seven (7) persons, each of whom shall be an Owner of a Lot in the Association and shall meet any other qualifications in the Declaration. Each Board Member shall hold his position for two (2) years or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. The Board Members' terms shall be staggered.

4.3 Regular Meetings. The Board shall hold regular Meetings at least quarterly, at the discretion of the Board. The Board may designate any place in Rich County, Utah as the place of Meeting for any regular Meeting called by the Board. Meetings may also be held with Board Members appearing telephonically or electronically so long as any Board Member appearing telephonically or electronically consents to such appearance.

4.4 Special Meetings. Special Meetings of the Board may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. The person or persons authorized to call special Meetings of the Board may fix any place, within Rich County, as the place for holding the Meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, text or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a Meeting.

4.5 Notice to Owners of Meetings of the Board. The Board shall cause written notice of the date, time, and place for all Meetings of the Board to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than forty-eight (48) hours prior to the Meeting except that, when a Meeting is called to address an emergency and each member of the Board receives less than forty-eight (48) hours' notice of the Meeting, such Owners shall receive notice equal to that received by the members of the Board. Notice to Owners under this Section shall be sent via email and shall be deemed delivered the earlier of one (1) hour after being sent or confirmed receipt. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Board may attend the Meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means.

4.6 Meetings of the Board Open to Owners. Each Meeting of the Board shall be open to each Owner except that the Board may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter;

discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Board, each Owner shall be provided a reasonable opportunity to offer comments; the Board may limit comments of the Owners to a specific time period during the Meeting.

4.7 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any Meeting of the Board. The act of at least four (4) of the Board Members at any Meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board. The Board Members shall act only as the Board, and individual Board Members shall have no powers as such.

4.8 Action without a Meeting. Notwithstanding anything to the contrary herein, any action that the Board is required or permitted to take at a Meeting of the Board may be taken without a Meeting. Action taken without a Meeting has the same effect as action taken at a Meeting. However, any action taken without a Meeting that does not qualify for action that may be taken in closed session shall be ratified in open session at the next Board Meeting and Members shall be granted an opportunity to comment on such action.

4.9 Compensation. No Board Member shall receive any other compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Association in any other capacity and receiving compensation therefore as long as the Board Member properly recuses from the decision about said service and when appropriate, a fair bidding process is utilized including the specifics of the service to be provided and the qualifications needed to perform the particular service.

4.10 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%) of Owners entitled to vote at such meeting provided that a quorum is present. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if they, in any twelve (12) month period, miss three (3) of the regularly scheduled Board Meetings or become more than thirty (30) days delinquent in the payment of any Assessment.

4.11 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board by reason of the death, resignation, disqualification, or removal of a Board Member as provided herein, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in

office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.12 Waiver of Notice. Before or at any Meeting of the Board, any Board Member may waive notice of such Meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any Meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.13 Adjournment. The Board may adjourn any Meeting from day to day for such other time as may be prudent or necessary.

4.14 Nomination and Election of Board Members. Nomination for election to the Board shall be made from the floor at the Board meeting where the nominations are announced. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Owners or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected and their term shall begin immediately upon election. Cumulative voting is not permitted.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, a Treasurer, a Vice President, and such other officers as may from time to time be appointed by the Board. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. The Board may at their discretion contract out for treasurer duties in which case the Treasurer position would become a non-voting position.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board annually at the first regular Meeting of the Board following the annual meeting of the Owners. The President, Vice President and Secretary shall be members of the Board. Officers who are also members of the Board shall serve for a term equal to their term as a Board Member. Officers who are not also members of the Board (if any) shall serve for a term determined by the Board. In the event of failure to choose officers at such regular Meeting of the Board, officers may be chosen at any regular or special Meeting of the Board. Each such officer (whether chosen at a regular Meeting of the Board or otherwise) shall hold such office at least until the next ensuing regular Meeting of the Board and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the

capacity of more than one (1) office.

5.3 **Subordinate Officers.** The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board at any time, with or without cause.

5.5 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special Meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at Meetings of the Board and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8 **Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any Meeting of the Board. The Treasurer shall perform such other duties as required by the Board. The offices of Secretary and Treasurer may be held by the same person.

5.9 **Vice President.** The Vice President shall act in the place of the President in the President's absence or inability or refusal to act. The Vice President shall ascend to the role of President at the end of the President's term as long as the Vice President is chosen at the first regular Meeting of the Board following the annual meeting of the Owners.

5.10 Compensation. An officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Board may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate any Committee at any time.

6.2 Proceeding of Committees. Each Committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.3 Quorum and Manner of Acting. At each Meeting of any Committee designated hereunder by the Board, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any Meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board.

6.4 Resignation and Removal. Any Committee Member designated hereunder by the Board may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5 Vacancies. If any vacancy shall occur in any Committee designated by the Board due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any Meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal,

administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit, or proceeding, if they acted in good faith and in a manner they reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that their conduct was unlawful.

7.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that they are or were a Board Member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by them in connection with the defense or settlement of such action or suit, if they acted in good faith and in a manner they reasonably believed to be in the best interests of the Association; provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of their duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determination. To the extent that a person who is or was a Board Member or officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by them in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that they have met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made by a quorum of Board Members. If the Board cannot authorize indemnification because the number of Board Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Board Members who are not parties to that proceeding, the disinterested Board Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose

7.4 Settlement by the Association. The right of any person to be indemnified

shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Board may establish provisions related to the maintenance of Association records by resolution.

8.1 General Records. The Board or its managing agent shall keep minutes of the meetings of the Board, including executive sessions and the Owner meetings. The minutes shall be reviewed and approved by the Board at the next regularly scheduled meeting, or via email or other electronic method within thirty (30) days of the last meeting. Such approval may be accomplished informally and over email if the majority of the Board Members grant such approval. Only approved meeting minutes shall become a part of the Association's official records. All prior notes, documents, recordings and the like used to create the approved minutes shall be destroyed once a meeting's minutes are approved by the Board.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Board, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Lots. At any time any Owner or Mortgagee may, at such Owner's or Eligible Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided below, all records of the Association shall be reasonably available for examination by an Owner in compliance with state law.

a. Records Not Subject to Inspection. Prior to inspection from an Owner or a third party, the Association may redact from Association records social security numbers, bank account numbers, or any communication subject to attorney-client privilege.

ARTICLE IX RULES AND REGULATIONS

9.1 Establishment of Rules and Regulations. The Board of Directors shall have the authority to adopt and establish by resolution such Association management and operational Rules and Regulations as it may deem necessary for the maintenance, operation, management, and control of the Association and Property.

9.2 Amendment. The Board of Directors may from time to time, by resolution, alter, amend, and repeal such Rules and Regulations.

9.3 Enforcement. Owners shall use their best efforts to see that the Rules and Regulations are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Lot Owners of the Association.

9.4 Copies of Rules. Copies of all Association Rules and resolutions newly adopted by the Board of Directors shall be posted on the Association's website.

ARTICLE X AMENDMENTS

10.1 Manner of Amending. These Bylaws may be amended by the affirmative vote or written consent (including ballots and proxies), or any combination thereof, of a simple majority of the participating membership.

10.2 Consent to Amend. If an Owner consents to the Amendment of the Declaration or the Association's Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

10.3 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence, each Owner thereby gives its full, irrevocable, and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of these Bylaws in the manner provided in this Article.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the

balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this ____ day of _____, 2023.

BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.

BY: _____

TITLE: _____

STATE OF UTAH)

SS:

RICH COUNTY)

Subscribed and sworn before me this ____ day of _____, 2023.

Notary Public

**EXHIBIT D
CERTIFICATE OF APPROVAL OF AMENDMENT**

The undersigned, being duly authorized Board Members of the Bridgerland Village Homeowners Association, being duly sworn, certify as follows:

1. Attached to this Certification is the THIRD AMENDED AND RESTATED BYLAWS FOR BRIDGERLAND VILLAGE HOMEOWNERS ASSOCIATION, Planned Unit Development situated in Garden City, Rich County, State of Utah.
2. The Prior Bylaws and other proceeding amendment(s) were properly amended by the affirmative vote or written consent, or any combination thereof, of fifty-one percent (51%) of the total Membership.
3. The Association sought approval for these amendment(s) from all parties it was required to seek consent from pursuant to the Prior Bylaws.

Dated: _____, 2023.

Bridgerland Village Homeowners Association, Inc.

By: _____
Representative of the Board

Attest: _____
Co-member of the Board

STATE OF UTAH)
) ss
RICH COUNTY)

Subscribed and sworn before me this ____ day of _____, 2023.

NOTARY PUBLIC