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Requested by Carol Vigil

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS**

**OF  
Sweetwater Park Trailer & Camper Park**

**Located in Rich County, State of Utah**

As adopted by majority vote, annual home owners meeting 25 July 2015

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THIS Second Amended and Restated Declaration is made as of the date of the recording in the Rich County Recorder's Office by the Sweetwater Park Trailer & Camper Park Property Owners Association, Inc., a Utah Nonprofit Corporation ("Association").

### RECITALS

1. This Declaration supersedes and replaces in its entirety the previously recorded Sweetwater Park Trailer & Camper Park Property Owners Association ("Prior Declaration") that was recorded on March 16, 1987, at the Rich County Recorder's Office and any amendment thereto.
2. The Bylaws of the Association are attached as Exhibit B supersede and replace any previous Bylaws and any of its amendments.
3. The Camper and Trailer Park, although physically divided into lots, was marketed by Sweetwater in the form of undivided interests. Undivided interest purchasers in Phases I, II & III bought 3/768 of the real property tract encompassing Phases I, II & III per "lot"; undivided interest purchasers in Phase IV bought 3/186 of the real property tract encompassing Phase IV per "lot".
4. In 1986, the First Judicial District Court of Rich County partitioned Phases I, II & III and Phase IV of the Trailer and Camper Park into individually-owned lots as laid out by Sweetwater plus jointly-owned common areas and roads.
5. The partition referred to above necessitated the amendment of the declarations of covenants, conditions and restrictions affecting Phases I, II & III and Phase IV.
6. The Association is the authorized representative of the Owners of certain real property known as the Sweetwater Park Trailer & Camper Park Property, located in Rich County, State of Utah and more particularly described on Exhibit A attached to and incorporated in this Declaration by reference.
7. This Property consists of 421 Lots and certain Common Areas, and Limited Common Areas. The name by which the Project shall be known is "Sweetwater Park Trailer & Camper Park Property."
8. Pursuant to Article VI, Section 6 of the Prior Declaration, this Declaration has been voted on and approved by at least 2/3 of all Association votes.
9. The Association desires to establish, for its own benefit and for the mutual benefit of all future Owners and occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, Assessments and liens as set forth in this Declaration.

### SUBMISSION

- 1 Sweetwater Park Trailer and Camper Park Declaration

**0744**

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby re-submitted to the Act.
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 Garden City to access the roads within the Project for emergency vehicles, service vehicles, and to all of the utility installations up to the residential meters.
3. The Property is subject to described easements and rights of way. Easements and rights-of-way in favor of Rich County include any dedicated roadways and public utility easements and are depicted on the Record of Survey Map, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

### **COVENANTS, CONDITIONS, AND RESTRICTIONS**

In consideration of the Recitals above, the Association, in order to further preserve and maintain the integrity and of the Project, 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. Defined terms in this Article are capitalized in this Declaration. 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 Ann. § 57-8a-102.

- 1.1 **"Act"** means the Utah Community Association Act as codified in Utah Code Ann. §§ 57-8a, as amended from time to time. The Association explicitly makes it subject to any amendments to the Act.
- 1.2 **"Architectural Control Committee" or "AC Committee"** means the architecture committee appointed by the Board of Trustees of the Association. If no architecture committee is in existence, any duties, powers, rights and authorities given to the Architecture Control Committee by this Declaration may be exercised by the Board of Trustees.
- 1.3 **"Annual Assessment"** means Assessments levied to cover the costs of maintenance and services and future needs of the Association, any previous over-Assessments, any common profits of the Association, and reserve or contingency.

- 2 Sweetwater Park Trailer and Camper Park Declaration



- 1.4 **“Assessment”** means any charge imposed or levied by the Association on or against an Owner or Lot pursuant to the terms of this Declaration, the Bylaws, or applicable law.
- 1.5 **“Association”** means Sweetwater Park Trailer & Camper Park Property Owners, Inc., a Utah nonprofit corporation, its successors and assigns, formed to manage the affairs of the Project.
- 1.6 **“Board of Trustees” or “Board”** means the body responsible for the administration of the Association, elected as provided in the Bylaws and generally serving the same role as a Board under the Revised Non-Profit Corporations Act.
- 1.7 **“Bylaws”** means the Bylaws of the Association and recorded simultaneously with this Declaration as Exhibit B, as they may be amended from time to time.
- 1.8 **“Common Areas”** means those areas of land shown on the Map and marked as “Common areas” and/or intended to be devoted to the common use and enjoyment of the owners of the Lots as well as all equipment, fixtures, and personal property on the common areas. The Common Areas are more extensively defined in Article 2. Common Areas do not include Lots. Equipment purchased or used for the maintenance of the Common Areas is not considered and is not included within the definition of “Common Areas.”
- 1.9 **“Declaration”** means this document, including all attached exhibits.
- 1.10 **“Emergency Assessment”** means Assessments levied under Article 8 of this Declaration in the event that levied Annual Assessments at any time are, or will become, inadequate to meet all expenses incurred under this Declaration.
- 1.11 **“Governing Documents”** means this Declaration, Bylaws, any Articles of Incorporation for the Association, and any Rules.
- 1.12 **“Improvement”** means every temporary or permanent structure or improvement of any kind, including, without limitation, sidewalks, fences, walls, driveways, swimming pools, storage shelters or other product of construction efforts on or in respect to any property within Sweetwater Park Trailer & Camper Park Property, including any alteration or reconstruction thereof.
- 1.13 **“Individual Assessment”** means an Assessment levied exclusively against a Lot or certain Lots under Article 8.
- 1.14 **“Limited Common Area”** means Common Areas allocated for the exclusive use of one or more Lot owners.
- 1.15 **“Lot”** means any plot of land upon which is located a dwelling or which is intended for the location of a dwelling. Lots are identified on the Record and Survey Map. Lots are not part of and do not include the Common Areas as defined in this Declaration. Lots also do not include the streets within the Property, which are privately owned by the Association, and not dedicated to the public as shown upon the Map.

- 1.16 **“Member”** means any Owner who qualifies as a member of the Association.
- 1.17 **“Mortgage”** includes a mortgage or a trust deed.
- 1.18 **“Mortgagee”** includes a mortgagee under a mortgage and a beneficiary under a trust deed.
- 1.19 **“Owner”** means the owner of record (in the office of the Recorder of Rich County, Utah), whether one or more persons or entitled to the fee simple title. If a Lot is being purchased under a real estate contract, “Owner” means the real estate contract purchaser or real estate contract purchasers of that Lot. The term “Owner” does not include any Mortgagee unless and until that Mortgagee acquired title pursuant to foreclosure or any other method in lieu of foreclosure.
- 1.20 **“Project”** means this Sweetwater Park Trailer & Camper Park Property.
- 1.21 **“Property”** means the land described in Exhibit A along with all the buildings, Improvements, easements, rights and appurtenances as well as all articles of personal property intended for use in connection therewith.
- 1.22 **“Record and Survey Map” or “Map”** means any record of survey map of the Property on record with the County Recorder of Rich County, Utah.
- 1.23 **“Reserve Fund”** means the fund established by the Association for covering the cost of repairing, replacing, and restoring Common Areas that have a useful life of three years or more, excluding costs that can reasonably be funded from the Association’s general budget or from other Association funds.
- 1.24 **“Rules”** means any rules, regulations, guidelines, resolutions, or the like adopted from time to time by the Board of Trustees or, as allowed herein, by the Architectural Control Committee that are deemed necessary for the enjoyment and benefit of the Project.
- 1.25 **“Special Assessment”** means an Assessment levied under Article 8 of this Declaration during any fiscal year, applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments.
- 1.26 **“Swimming Pool Area”** means the land described as the Clubhouse, which includes changing and restrooms, Park, and Swimming Pool Area in Exhibit A.
- 1.27 **“Water, Electrical, Garbage, and Sewer Assessments”** means an Assessment levied for the use of culinary water, electric current, garbage removal, and sewer services.

**ARTICLE 2**  
**PROPERTY RIGHTS IN COMMON AREAS**

- 2.1 DESCRIPTION OF COMMON AREAS.** The Common Areas shall include those areas designated as such on the Map, including, but not limited to, the Swimming Pool Area, all common landscaped areas, private roads and sidewalks, and perimeter fencing; any utility pipes, lines, culinary water and sewer systems or other systems serving more than one Lot; and, in general, all apparatuses and installations existing for common use and all repairs and replacements of any of the foregoing.
- 2.2 TITLE TO COMMON AREAS.** The Common Areas are owned in common by all Owners, with legal title in the name of the Association. No Owner may bring an action for partition of the Common Areas or the Swimming Pool Area except as specifically provided in this Declaration. Provided, however, that no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, except as to the appurtenant undivided interest therein of the Owner's Lot.
- 2.3 OWNER'S EASEMENTS OF ENJOYMENT.** Subject to the provisions of this Article, every Owner and his or her invitees shall have a right and easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and pass with the title to every Lot.
- 2.4 EXTENT OF OWNERS' RIGHTS.** The rights and easements of enjoyment in the Common Areas created hereby shall be subject to the following and all other provisions of this Declaration:
- a. **EASEMENTS.** The Association holds the following easements over, under, and upon the Common Areas and Property:
- i. **Utilities.** An easement on all Common Areas for underground installation and maintenance of power, gas, electric, water, sewer, and other utility and communication lines and services and any such easement shown on the Map. If repairs to those lines require that a trailer, camper, or other structure be moved, the Owner of the lot shall be responsible to promptly move the trailer, camper, or other structure, and to bear all costs associated with such move;
  - ii. **Common Areas.** An easement for construction, maintenance, repair, and use of Common Areas, including common facilities thereon; and
  - iii. **Repairs to Common Areas.** An easement for the purpose of making repairs to any existing structures on Common Areas. The Association may (and, to the extent required by law, shall) grant or assign such easements to municipalities or other utilities performing utility services and to communication companies, and the Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Property.
- b. **USE OF THE COMMON AREAS.**

- i. **Partitions.** Except as otherwise provided in this Declaration, the Common Areas shall not be partitioned or otherwise divided into parcels for residential use, and no private structure of any type shall be constructed on the Common Areas.
  - ii. **Private Use Prohibited.** Except as otherwise provided in this Declaration, the Common Areas shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Common Areas.
  - iii. **Common Area Alterations.** No alterations or changes to the Common Areas, including but not limited to landscaping changes, shall be done without prior written consent of the Board and Architectural Control Committee.
  - iv. **Signs.** Nothing herein shall prevent the placing of a sign or signs upon the Common Areas identifying the subdivision or identifying items of interest, provided such signs are approved by the Architectural Committee and comply with any applicable Rich County sign ordinance.
  - v. **Trespass.** The Board of Trustees of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means and with or without having to bring legal proceedings.
- c. **ALIENATION OF THE COMMON AREAS.** The Association may not by act or omission seek to abandon, partition, subdivide, or encumber the Common Areas owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least sixty-seven percent (67%) of the Association voting Members have given their prior written approval. This provision shall not apply to the easements described in Section 2.4(a) above.
- d. **LIMITATIONS ON USE.** Lots may be used for single-family residential purposes only. Use of the Common Areas by the Owners is subject to the provisions of this Declaration and to the following:
- i. The right of the Association to suspend such use rights of an Owner to the extent provided in Article 9 below; and
  - ii. The right of the Association to adopt, amend, and repeal Rules in accordance with this Declaration.
  - iii. The right of the Association to impose reasonable limitations on the number of guests per Owner or per Lot who at any given time are permitted to use the Property

- 2.5 **DELEGATION OF USE.** Any Owner may delegate, in accordance with the Governing Documents, his right of enjoyment of the Common Areas to the members of his family and to tenants or contract purchasers who reside on the Property.

### ARTICLE 3 PROPERTY RIGHTS IN LOTS

- 3.1 **USE AND OCCUPANCY.** The Owner of a Lot in the Property shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration, but the Lot shall be bound by and the Owner shall comply with the restrictions contained in Article 4 below, all other provisions of this Declaration for the mutual benefit of all Owners and any Rules.
- 3.2 **MAINTENANCE EASEMENT.** The Association reserves an easement for landscaping not kept in good maintenance and repair.
- 3.3 **UTILITY EASEMENTS.** Easements for installation and maintenance of utilities, water, sewer, and drainage facilities may be reserved over portions of certain Lots, as shown on the Map. Within the easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water, through drainage channels in the easement. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

### ARTICLE 4 RESTRICTIONS ON USE OF RESIDENTIAL LOTS AND COMMON AREAS

- 4.1. **RIGHT TO USE.** Each Owner shall have a right to the use and enjoyment of its Lot, all easements, rights-of-way, licenses or rights appurtenant thereto, the Swimming Pool Area, and all Common Areas and roads in the Project. Such right shall be appurtenant to and shall pass with each Lot and shall be subject to the Rules promulgated and adopted by the Association, through its Board, from time to time, and as hereinafter provided.
- 4.2. **RESIDENTIAL USE.**
- a. **Generally.** Lots shall only be used for residential purposes. Except with the consent of the Board of Trustees of the Association, no trade, craft, business, profession, commercial, or similar activity or any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any Lot.
  - b. **Commercial Use Approval.** The Board of Trustees shall not approve commercial activities otherwise prohibited by this paragraph unless the Board of Trustees determines that only normal residential activities would be observable outside of

the residence and that the activities would not be in violation of applicable Rich County ordinances.

**4.3. OFFENSIVE OR UNLAWFUL ACTIVITIES.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet use and enjoyment of other Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**4.4. ANIMALS.**

- a. **Generally.** No animals, livestock, or poultry of any kind shall be raised, bred or kept, or permitted within any Lot other than a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof.
- b. **Dogs.** No dog shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot.
- c. **Pet Enclosures.** All outdoor pet enclosures must be approved by the Architectural Control Committee.
- d. **Rules.** The Board may adopt Rules relating to animals and pets, including but not limited to, the types of animals permitted in the Project, pet quantity limitations, pet behavior, pet clean-up, pet noise and other pet nuisances, removal of pets, etc.
- e. **Violations.** An Owner or resident may be required to remove a pet upon receipt of the third notice in writing from the Board of Trustees of violations of any Rule or restriction governing pets within the Property.

**4.5. MAINTENANCE OF STRUCTURES AND GROUNDS.**

- a. **Responsibility of Owners.** Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement, and care for roofs, gutters, downspouts, exterior building surfaces, walks, and other exterior Improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass, and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.
- b. **Remodeling.** All exterior remodeling shall be subject to any guidelines or regulations adopted by the Architectural Control Committee relating to material requirements, or any additional requirements.

- c. **Violations.** If not regularly completed in accordance with the Rules of the Association, the Association may, but is not obligated to, enter the Lot, remove the trash, weeds, or other unsightly material; or perform any necessary exterior maintenance work and assess the costs against the Owner of the Lot, including vacant Lots or Lots under construction.
- d. **Damage from Force Majeure.** Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

#### 4.6. PARKING.

- a. **Street Parking.** All motor vehicles of the Owner or occupants shall be parked in the Lot's off-street parking area. Street parking is not allowed during snow storms, with accumulation of 2 inches or more of snow, to allow for snow removal.
- b. **Boats and Trailers.** No disabled, unlicensed, unsightly, or inoperable boats, boat trailers, travel trailers, campers, recreational vehicles, vans, or other vehicles shall be parked or kept anywhere on the Property. Maintenance or repair of motor vehicles shall not be permitted on the Property unless approved, in writing, by the Board of Trustees.
- c. **Loud Vehicles.** Motor vehicles with loud mufflers or exhaust systems shall not be permitted on the Property.
- d. **Motorcycles and Scooters.** Motorcycles, motorbikes, motor scooters, golf carts, all-terrain vehicles, and similar vehicles shall be permitted on the Property only if they are owned by residents of the Property and are used for transportation in and out of the Property. Motorcycles, motorbikes, motor scooters, golf carts, all-terrain vehicles, and similar vehicles are limited to street usage only.
- e. **Garages.** Garages, carports or similar structures may not be used nor completed for living quarters, businesses, or commercial workshops.

4.7. **VEHICLES IN DISREPAIR.** No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Common Areas or on any street for more than twenty-four (24) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Trustees reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

4.8. **SIGNS.** No signs shall be erected or maintained on any Lot except that one temporary sign not exceeding three (3) feet by five (5) feet in size, advertising the specific Lot for sale or

rent or a construction sign may be displayed on the premises affected. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by any Owner. No sign shall be erected or maintained for more than three (3) months upon any Lot.

- 4.9. RUBBISH AND TRASH.** No Lot or part of the Common Areas shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, Common Areas, or on any Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings, or any such materials from any Lot, any streets or Common Areas where deposited by him within five (5) days following the date which notice is sent to him by the Board of Trustees of the Association, the Association may have such materials removed and charge the expense of such removal to the Owner. All appliances, furniture, construction materials, and the like shall be taken to the Rich County landfill at its owner's expense.
- 4.10. COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** In any case, all unimproved Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris, and any grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. The building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility on the site during such period.
- 4.11. LANDSCAPE.** Each Owner shall properly maintain the lawn and shrubbery and the exterior of any structures located on the Lot in a neat and trimmed condition in accordance with the Rules. Owners shall not leave any tools or other unsightly objects in the lawn of their Lots for more than 24 hours. The Association has the right to repair any landscaping not kept in good maintenance and repair. The Association may levy an Individual Assessment against the Lot for costs in repairing or maintaining any landscaping for that Lot.
- 4.12. FENCES.** All approved fences shall be constructed of materials approved by the Architectural Control Committee. Fences shall not exceed height or location allowed by Rich County Code. No fences shall have a gate opening onto or granting any access, ingress or egress to property outside the Project, unless prior written approval is granted by the Architectural Control Committee.
- 4.13. EXTERIOR LIGHTING OR NOISE-MAKING DEVICES.** Except with the consent of the Architectural Control Committee, no exterior lighting or noise-making devices shall be installed or maintained on any Lot, other than security and fire alarms, and



accent house/yard lighting. Owners shall ensure that exterior lights are covered with a full-cutoff shield or similar installation so that exterior light bulbs are not visible from neighboring Lots or otherwise directed in a way that shines unnecessarily on neighboring Lots.

**4.14. PEST CONTROL.** No Owner shall permit anything or condition to exist upon any portion of the Property which shall induce, breed, or harbor infectious plant diseases or noxious insects or vermin.

**4.15. ASSOCIATION RULES.**

f. **Additional Use Restrictions.** In addition, the Association, through the Board of Trustees, from time to time, may adopt, modify, or revoke Rules governing the conduct of persons and the operation and use of Lots and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property.

g. **Delivery of Rules.** A copy of the Rules, upon adoption, and a copy of each amendment, modification, or revocation thereof, shall be delivered by the Association Board of Trustees promptly to each Owner and shall be binding upon all Owners and occupants of all Lots ten (10) days after the date of sending notice. Association Rules may be modified, amended, or revoked through the Board of Trustees without the vote of the membership, but must not be inconsistent with this Declaration or the Bylaws.

h. **Fines.** The Association may assess a fine against any Owner for violation of the Governing Documents. Any unpaid fines may be collected by the Association as an unpaid Assessment as provided in Article 8.

**4.16. DIVISION OF LOTS.** No division of any Lot shall occur without the written consent of the Architectural Control Committee and the Association's Board of Trustees.

**ARTICLE 5  
ARCHITECTURAL CONTROL COMMITTEE**

**5.1. ARCHITECTURAL REVIEW.**

a. **Purpose.** It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing Improvements and landscapes, and as to location with respect to topography and finished grade elevations, and to avoid plan repetition.

b. **Submission to the AC Committee.** No building, Improvement, addition, or landscaping shall be commenced, erected, placed, installed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the Improvement have been submitted to

and approved in writing by the Architectural Control Committee. The AC Committee is not responsible for determining compliance with structural and building codes, zoning codes, or other governmental regulations, all of which are the responsibility of the applicant.

- c. **Adoption of Design Guidelines.** The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the Architectural Control Committee. In all cases in which the Architectural Control Committee consent is required by this Declaration, the provisions of this Article shall apply.

## 5.2. AC COMMITTEE DECISION.

- a. **Time for Decision.** The Architectural Control Committee shall render its decision with respect to the construction proposal within thirty (30) days after receiving a proper and complete application.
- b. **Requirements for Submission.** Any proposal application is not deemed submitted until: (1) all documents and plans pertaining to the proposal have been given to the AC Committee, and (2) the applicant has received written acknowledgement of receipt by a member of the AC Committee. The date stated on the AC Committee's written acknowledgment shall begin the timeframe for the review and decision.
- c. **Failure to Render Decision.** In the event the AC Committee fails to render its approval or disapproval within the thirty (30) day period, or if no suit to enforce this Declaration has been commenced within one (1) year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

## 5.3. COMMITTEE DISCRETION.

- a. **Decision.** The Architectural Control Committee may, at its sole discretion, withhold consent to any proposed work if the AC Committee finds any proposal application does not contain sufficient detail, or the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the AC Committee intends for the Project.
- b. **Standard.** Considerations such as shape, size, color, design, height, solar access, impairment of the view from other Lots within the Project or other effect on the enjoyment of other Lots or the Common Areas, disturbance of existing terrain and vegetation and any other factors which the Committee reasonably believes to be relevant, may be taken into account by the AC Committee in determining whether or not to consent to any proposed work.

## 5.4. MEMBERSHIP: APPOINTMENT AND REMOVAL.

- a. **Number and Composition.** The Architectural Control Committee shall consist of as many persons, but not less than three, as the Association Board of Trustees may from time to time appoint. The Association shall keep on file at its principal office a list of the names and addresses of the members of the AC Committee. In the event that the Board of Trustees fails to appoint an Architectural Control Committee, the Board of Trustees shall serve as the Architectural Control Committee.
  - b. **Removal.** The Association Board of Trustees may remove any member of the Architectural Control Committee from office at any time and may appoint new or additional members at any time.
- 5.5. MAJORITY ACTION.** Except as otherwise provided in this Declaration, a majority of the members of the Architectural Control Committee shall have the power to act on behalf of the AC Committee, without the necessity of a meeting, and without the necessity of consulting the remaining members of the AC Committee. The AC Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.
- 5.6. LIABILITY.** Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the AC Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.
- 5.7. NONWAIVER.** Consent by the Architectural Control Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 5.8. COMMITTEE APPROVAL AND REVIEW.**
- a. **Board Consent.** Once the Architectural Control Committee approves an application, the Committee's decision shall be forwarded to the Board of Trustees.
  - b. **Appeal.** The decision of the AC Committee may, at the request of any of the parties affected be appealed to the Board of Trustees. If appealed, the decision of the Board shall be final, binding, and conclusive on all of the parties affected.
- 5.9. EFFECTIVE PERIOD OF CONSENT.** The Architectural Control Committee's consent to any proposed work shall automatically be revoked one (1) year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the AC Committee.
- 5.10. CONSTRUCTION.** Once begun, any Improvements, construction and landscaping approved by the Committee shall be diligently prosecuted to completion within one year.

**ARTICLE 6  
ASSOCIATION**

- 6.1. NAME.** An association of all of the Owners within the Property was lawfully organized under the name "Sweetwater Park Trailer & Camper Park Property Owners, Inc."
- 6.2. ORGANIZATION.**
- a. **Creation.** The Association was organized and created as a nonprofit corporation under the general nonprofit corporation laws of the State of Utah.
  - b. **Dissolution.** The Articles of Incorporation of the Association provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association.
  - c. **Successor Associations.** To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation, Declaration and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.
  - d. **Board of Trustees.** The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Board of Trustees.
- 6.3. MEMBERSHIP.** Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one (1) or more Lots within the Property, be a Member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.
- 6.4. VOTING RIGHTS.** Voting rights shall be one (1) vote per Lot. Each Member shall be entitled to one (1) vote for each Lot that Member owns.
- 6.5. MULTIPLE OWNERS.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves, but in no event will fractional voting be allowed. Fractionalized or split votes shall be disregarded, except for purposes of determining a quorum.. A vote cast at any meeting of the Members by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to such 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.

**6.6. GENERAL POWERS AND OBLIGATIONS.** The Association shall have, exercise, and perform all of the following powers and obligations:

- a. The powers and obligations granted to the Association by this Declaration.
- b. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah,
- c. The powers and obligations of a homeowners association pursuant to the Act, or any successor thereto.
- d. Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

**6.7. SPECIFIC POWERS AND DUTIES.** The powers and duties of the Association shall include, without limitation, the, following:

- a. **Maintenance and Services.** The Association shall provide maintenance and services for the Property as provided in Article 7 and other provisions of this Declaration.
- b. **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws. The Association shall have no obligation to obtain or maintain any insurance covering a Lot, its Improvements, or the personal property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such property insurance.
- c. **Rulemaking.** The Association shall make, establish, promulgate, amend, and repeal Rules as provided in this Declaration.
- d. **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article 8 of this Declaration.
- e. **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Rules adopted by the Association, including, without limitation, enforcement of the decisions of the Architectural Control Committee.
- f. **EMPLOYMENT OF AGENTS, ADVISERS, AND CONTRACTORS.**

- i. **Managers.** The Association, through its Board of Trustees, may employ the services of any person or corporation as Managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, landscape architects, accountants, recreational experts, architects, planners, lawyers, or what is convenient for the management, maintenance, and operation of the Property.
- ii. **Responsibility of Manager.** Any Manager so engaged shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.
- g. **BORROW MONEY, HOLD TITLE AND MAKE CONVEYANCES.** The Association may borrow and repay moneys for the purpose of maintaining and improving the Common Areas, subject to Section 2.4 (c) above, and encumber the Common Areas as security for the repayment of such borrowed money. The Association may acquire, hold title to, and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements across all or any portion of the Common Areas and shall accept any real or personal property, leasehold; or other property interests within the Project that was conveyed to the Association by its developer.
- h. **TRANSFER, DEDICATION AND ENCUMBRANCE OF COMMON AREAS.** Except as otherwise provided in Section 2.4(c) above, the Association may sell, transfer, or encumber all of any portion of the Common Areas to a person, firm, or entity, whether public or private, and dedicate or transfer all or any portion of the Common Areas to any public agency, authority, or utility for public purposes. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote which Members present in person or by proxy are entitled to cast at a meeting duly called for that purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) but not more than sixty (60) days prior to the meeting date.
- i. **CREATE CLASSES OF SERVICE AND MAKE APPROPRIATE CHARGES.** The Association may, in its sole discretion, create various classes of service and make appropriate Individual Assessments or charges therefore to the users thereof, including but not limited to reasonable admission and other fees for the use of any and all recreational facilities situated on the Common Areas, and avail itself of any rights granted by law, without being required to render such services to those of its Members who do not assent to such charges and to such other Rules as the Board of Trustees deems proper. In addition, the Board of Trustees shall have the right to discontinue any service upon nonpayment or to

eliminate such service for which there is no demand or adequate funds to maintain the same.

- 6.8. **LIABILITY.** A member of the Board of Trustees or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Trustees or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

## **ARTICLE 7 MAINTENANCE**

- 7.1. **MAINTENANCE OF COMMON AREAS AND ROADS.** The Association shall perform all maintenance upon the Common Areas, including but not limited to grass, trees, walks, private roads, entrance gates, and walkways unless the maintenance thereof is assumed by a public body. The Association shall also maintain the Swimming Pool Area and the roads (including snow removal). Such areas shall be maintained in a safe condition and in a good and workmanlike manner such as to carry out the purpose for which such areas are intended.
- 7.2. **MAINTENANCE OF UTILITIES.** The Association shall perform or contract to perform maintenance of all private utilities within Common Areas, or private streets, such as sanitary sewer service lines, domestic water service lines and storm drainage lines, except to the extent such maintenance is performed by the utilities furnishing such services. Each Owner shall be responsible for maintaining utility lines within his Lot.
- 7.3. **SERVICES.** The Association shall provide or contract for such services as the Board of Trustees may reasonably deem to be of benefit to the Property, including, without limitation, garbage and trash removal for Common Areas and security services.
- 7.4. **OWNER MAINTENANCE.**
- a. **Lots.** Maintenance of the Lots and its Improvements shall be the sole responsibility of the Lot Owner(s), who shall maintain the Lot in good repair so as to not interfere with other Owner's Lots or the Common Areas. Each Lot shall be maintained so as to not detract from the appearance of the Project and so as to not adversely affect the value or use of any other Lot.
  - b. **Limited Common Area.** Each Lot Owner shall, at its own cost, keep any Limited Common Areas in a clean, sanitary and attractive condition at all times. Each Lot Owner shall be responsible for the cost of maintenance, repair, and replacement of all Limited Common Areas, as shown on the Map.

- 7.5. **INSURANCE.**

- a. **Insurance Requirement.** The Association shall secure and at all times maintain the following insurance coverage with such terms, in such amounts, and with such companies as the Board of Trustees shall determine:
- i. **Property Insurance.** A policy or policies of "All-risk" or comparable insurance on all improvements comprising a part of the Common Areas, the Swimming Pool Area, and the roads in the Property, with a deductible to be determined by the Board of Trustees from time to time. The name of the insured under each such policy shall be in form and substance similar to: "The Sweetwater Park Trailer and Camper Park Property Owners, Inc., for the use and benefit of the Sweetwater Park Trailer and Camper Park Property Owners, Inc. and the individual Lot owners and mortgagees, as their interests may appear."
  - ii. **Liability Insurance.** A policy or policies insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the Common Areas, the Swimming Pool Area, and the roads in the Property which may arise among themselves, to the public, and to any invitees or tenants of the Owners. Limits of liability shall be established and reviewed by the Board of Trustees in its discretion from time to time.
  - iii. **Directors and Officers Insurance.** A directors and officers liability policy shall be obtained with at least One Million Dollars (\$1,000,000) in coverage.
- b. **Additional Requirements.** The following additional provisions shall apply with respect to insurance obtained by the Association:
- i. **Other Insurance Policies.** In addition to the insurance described above, the Association shall endeavor to secure and maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, and use.
  - ii. **Quality of Insurance.** The Association shall endeavor to obtain policies written by companies holding a rating of "A-XII" or better from Best's Insurance Reports.
  - iii. **Provisions of Policy.** The Association shall endeavor to obtain in each policy of insurance obtained by it provisions that provide:
    - 1. **Contribution.** That insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgagees;
    - 2. **Waiver of Subrogation Rights.** For a waiver of the insurer's subrogation rights with respect to the Association, the Owners, and



their respective directors, officers, agents, employees, invitees, and tenants;

3. **Termination.** That it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners or conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured; and
  4. **"No Other Insurance" Clause.** That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- c. **Workmen's Compensation.** At such times when the Association shall have employees, it shall secure and maintain workmen's compensation insurance coverage with such terms and in such amounts as provided by law.
  - d. **Premiums.** Premiums upon insurance policies purchased by the Board of Directors on behalf of the Association shall be paid by the Association as part of the Common Expenses.

## ARTICLE 8 ASSESSMENTS

- 8.1. **PURPOSE OF ASSESSMENTS.** Annual Assessments levied by the Association shall be used exclusively for:
- a. **Obligations.** The purpose of discharging the duties and obligations of the Association;
  - b. **Recreation, Health, Safety, and Welfare.** The purpose of promoting the recreation, health, safety, and welfare of Owners of the Property;
  - c. **Common Areas.** The operation, upkeep, maintenance and repair of the Common Areas.;
  - d. **Taxes and Insurance.** Payment of taxes and insurance on the common areas;
  - e. **Management.** Management and supervision of the Property;
  - f. **Reserve Fund.** Establishing and funding a reserve to cover major repair or replacement of improvements situated on the Common Areas; and
  - g. **Other Expenses.** Any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration, Bylaws, or its Articles of Incorporation.

- 8.2. TYPES OF ASSESSMENTS.** The Association may levy Annual Assessments; Special Assessments; Water, Electrical and Sewer Assessments; Emergency Assessments; Individual Assessments; and an Initial Setup Assessment all as more particularly described below. The Association may charge a reinvestment fee for the sale and transfer of Lots.
- 8.3. UNIFORM RATE OF ASSESSMENT.** Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots, subject to variance for Water, Electrical and Sewer Assessments depending on usage.
- 8.4. WATER, ELECTRICAL, GARBAGE, AND SEWER ASSESSMENTS.** The Board of Trustees may levy a reasonable Assessment for the use of culinary water, electric current, garbage, and sewer services. Such Assessments may be imposed, changed or discontinued from time to time as may be determined by the Board of Trustees.
- 8.5. ANNUAL ASSESSMENTS.** The Board of Trustees shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over-Assessments and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the Reserve Fund required by Section 8.11 below. Annual Assessments for such operating expenses and Reserve Fund shall then be apportioned among the Lots as provided in Section 8.3 above. The method of adoption of the budget and the manner of billing and collection of Assessments shall be as provided in the Bylaws.
- 8.6. SPECIAL ASSESSMENTS.**
- a. **Power to Levy Special Assessments.** The Association may levy Special Assessments for the purpose of defraying, in whole or in part:
    - i. any Association expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; or
    - ii. the cost of any reconstruction, construction, or unexpectedly required repair or replacement of an improvement, fixture or personal property situated on or connected with the Common Areas.
  - b. **Special Assessment Limit.** The Board may levy Special Assessments up to \$100 per Lot per calendar year without vote of the Members.
  - c. **Special Assessments Member Vote.** Any Special Assessment in excess of \$100 per Lot per calendar year must be approved by a majority of the Members present in person or by proxy who are entitled to vote at a meeting duly called for such purpose.

**8.7. EMERGENCY ASSESSMENTS.** If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Trustees of the Association shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, notes as to the reason therefore, and levy an Emergency Assessment for the amount required to meet all such expenses on a current basis. Any Emergency Assessment which in the aggregate in any fiscal year would exceed an amount equal to five percent (5%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved in the same manner as a Special Assessment discussed in Section 8.6(c). Emergency Assessments shall be apportioned as set forth in Section 8.3 above and payable as determined by the Board of Trustees.

**8.8. INDIVIDUAL ASSESSMENTS.** Any common expense or any part of a common expense benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited. Individual Assessments include, without limitation, charges for services provided under Section 6.7(i). Individual Assessments shall also include default Assessments levied against any Lot to reimburse the Association for costs incurred in bringing such Lots or its Owner into compliance with the provisions of this Declaration or the Rules of the Association and for fines or other charges imposed pursuant to this Declaration for violation thereof. Unless otherwise provided by the Board of Trustees, Individual Assessments shall be due 30 days after the Board of Trustees has given written notice thereof to the Owners subject to the Individual Assessments.

**8.9. INITIAL SETUP ASSESSMENT/REINVESTMENT FEE.** Each Owner shall be required to prepay at the time of purchase of his or her Lot, whether as a first time or subsequent Owner, a sum of One Hundred Dollars (\$100), which sum shall be in addition to any proration of Assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's Operations Fund to be utilized as deemed appropriate by the Association.

**8.10. OPERATIONS FUND.** The Association shall keep all funds received by it as Assessments, other than Reserve Fund described in Section 8.11, separate and apart from its other funds, in an account to be known as the "Operations Fund." The Association shall use such fund exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents within the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated upon the Property, including but not limited to:

- a. Payment of the cost of maintenance, utilities, and services as described in Article 7;
- b. Payment of the cost of insurance as described in the Bylaws of the Association;
- c. Payment of taxes assessed against the Common Areas and any Improvements;

- d. Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, and secretarial services.

#### 8.11. RESERVE FUND.

- a. **Establishment of Reserve Fund.** The Association shall establish a Reserve Fund for covering the cost of repairing, replacing, and restoring Common Areas that have a useful life of three years or more, excluding costs that can reasonably be funded from the Association's general budget or from other Association funds. Such Reserve Fund shall be funded by Assessments against the individual Lots assessed for maintenance of the items for which the Reserve Fund is being established.
- b. **Amount of Reserve Fund.** The amount assessed shall take into account the estimated remaining life of the items for which the Reserve Fund is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time.
- c. **Use of Reserve Funds.** The Reserve Fund shall be used only for replacement of Common Area as determined by the Board of Trustees and shall be kept separate from the Operations Fund. The Board of Trustees may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from Annual Assessments, Special Assessments, or Emergency Assessments. Nothing in this section shall prohibit prudent investment of the Reserve Fund under the business judgment rule.
- d. **No Refunds.** Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

#### 8.12. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

- a. **Assessment Lien.** Each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, is deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration or the Bylaws. Such Assessments and charges, together with any interest, expenses, late fees, or attorneys' fees imposed pursuant to Article 9, are a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

- b. **Personal Obligation of Owner.** Such Assessments, charges, and other costs and fees are also the personal obligation of the person who is the Owner, of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article 9 below. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them.

## ARTICLE 9 ENFORCEMENT

9.1. **USE OF COMMON AREAS.** In the event that any Owner violates any provision of the Governing Documents, then the Association, acting through its Board of Trustees, shall notify the Owner in writing that the violations exist and that he/she is responsible for them, and may, after reasonable notice of at least seventy-two hours, do any or all of the following:

- a. suspend his voting rights and rights to use the Swimming Pool Area or other Common Areas for the period that the violations remain unabated, or for any period not to exceed 90 days for any infraction of its Rules;
- b. impose reasonable fines upon the Owner, in the manner and amount the Board deems appropriate in relation to the violation; or
- c. bring suit or action against such Owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any Owner access to and from his Lot.

9.2. **NONQUALIFYING IMPROVEMENTS AND VIOLATION OF GENERAL PROTECTIVE COVENANTS.**

- a. **Notification of Violations.** In the event any Owner constructs or permits to be constructed on his Lot an Improvement contrary to the provisions of this Declaration, or causes or permits any Improvement, activity, condition, or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, then the Association acting through its Board of Trustees shall notify the Owner(s) in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the Improvements thereon and his use thereof, into conformance with this Declaration at the Owner's sole expense.
- b. **Refusal by Owner to Cure.** If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution, then the Association acting through its Board of Trustees, shall have the right to do any or all of the following:

- i. Impose reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;
- ii. Enter the offending Lot and remove the cause of such violation, or alter, repair, or change the items which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done; or
- iii. Bring suit of action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

**9.3 DEFAULT IN PAYMENT OF ASSESSMENTS; ENFORCEMENT OF LIEN.** If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest, from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

- a. **Suspension of Rights.** The Association may suspend such Owners voting rights and right to use the Common Areas until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining periodic installments of any annual Assessment immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from his Lot.
- b. **Notice of Lien.** At any time any Assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Rich County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and Assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.
- c. **Foreclosure.** The lien maybe foreclosed judicially or non-judicially consistent with the laws of the State of Utah for the non-judicial foreclosure of Deeds of Trusts. A Lot owner's acceptance of the Owner's interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the trustee designated for the purpose of securing payment of all amounts due under the declaration and this chapter. Each Owner by accepting a deed to a Lot hereby

conveys and warrants the Lot in trust with power to sale to the Association's attorney as trustee to secure performance of the Owner's obligations to the Association under this Declaration, the Bylaws, or any Rules adopted by the Board of Trustees.

- d. **Money Judgment.** The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.
- e. **Assignment of Rents.** If the delinquent Owner is leasing his Lot or any portion thereof, the Board of Trustees may, at its option, so long as such default shall continue for more than 60 days after the payment is due, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board of Trustees shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid. The Association must give notices to the Lot Owner and the tenant as may be required by the Act.
- f. **Termination of Utilities.** If an Owner fails to pay any Assessment when due, the Board of Trustees may (a) terminate the Owner's right to receive utility services paid as a Common Expense; and (b) terminate the Owner's right of access and use of recreational facilities, after giving notice and the Owner an opportunity to be heard as required by the Act and as may be provided in the Bylaws and Rules.
- g. **Other Remedies.** The Association shall have any other remedy available to it by law or in equity.

#### 9.4 SUBORDINATION OF LIEN TO MORTGAGES.

- a. **Priority.** A lien under this section has priority over each other lien and encumbrance on a Lot except a lien or encumbrance recorded before the Prior Declaration was recorded, a first or second security interest on the Lot secured by a Mortgage that is recorded before a recorded notice of lien by or on behalf of the Association; or a lien for real estate taxes or other governmental Assessments or charges against the Lot.
- b. **Sale or Transfer.** Sale or transfer of any Lot shall not affect the Assessment lien, but the sale or transfer of any Lot which is subject to any Mortgage pursuant to a decree of foreclosure thereunder or any deed or proceeding, deed, or assignment in lieu of foreclosure shall extinguish any lien of an Assessment notice of which was recorded after the recording of the Mortgage. Such sale or transfer, however, shall not release the Lot from liability for any Assessments or charges thereafter becoming due or from the lien of such Assessments or charges.

**9.5 INTEREST, EXPENSES, AND ATTORNEY'S FEES.**

- a. **Interest.** Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the rate of 18% per annum.
- b. **Late Fees.** In addition, a late fee may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board of Trustees of the Association.
- c. **Recording Fees.** In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board of Trustees of the Association.
- d. **Costs and Legal Fees.** In the event the Association shall bring any suit or action to enforce this Declaration, to collect any money due hereunder, to foreclose a lien, or otherwise obtain the services of an attorney in an attempt to collect unpaid Assessments, the Owner shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report and any and all attorney fees, regardless of whether a lawsuit is filed or a judgment is obtained.

**9.6 NONEXCLUSIVENESS AND ACCUMULATION OF REMEDIES.** An election by the Association to pursue any remedy provided for in violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of this Declaration by appropriate legal proceedings.

**ARTICLE 10  
MORTGAGEES**

**10.1. REIMBURSEMENT OF FIRST MORTGAGEES.** First Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such Common Area. First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

**ARTICLE 11  
MISCELLANEOUS PROVISIONS**



### 11.1. AMENDMENT AND REPEAL.

- a. **Requirements to Amend.** Amendments to this Declaration shall be proposed by either a majority of the Board of Trustees or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Except as otherwise provided herein, this Declaration may only be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association.
- b. **Effective Date of Amendment.** Any such amendment or repeal shall become effective only upon the recordation, in the Rich County Recorder's Office, of a certificate of the president or secretary of the Association setting forth in full the amendment, amendments, or repeal so approved and certifying that said amendment, amendments, or repeal have been approved in the manner required by this Declaration.
- c. **Limitation on Amendments.** In no event shall an amendment under this section change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

### 11.2. COVENANTS TO RUN WITH THE LAND.

- a. **Run with the Land.** The Restrictions and other provisions of this Declaration shall run with and bind the Project as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, and successors. By acquiring any interest in a Lot, such Owner consents to, and agrees to be bound by, each and every provision of this Declaration.
- b. **Termination.** This Declaration may be terminated by resolution approved by the vote or written consent of Owners owning not less than ninety percent (90%) of the voting rights in the Association.
- c. **Requirements for Termination.** Any such termination shall become effective only if (a) a certificate of the president or secretary of the Association, certifying that termination as of a specified terminate date has been approved in the manner required herein, is duly acknowledged and recorded in the Rich County Recorder's Office of the State of Utah, not less than six (6) months prior to the intended termination date. Such termination shall not have the effect of denying any Owner access to his Lot unless such Owner and any Mortgagee of such Lot have consented in writing to the termination.

- 11.3. **CONSENT IN LIEU OF VOTE.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would

have passed if all of Association Members had been in attendance at a regularly called meeting.

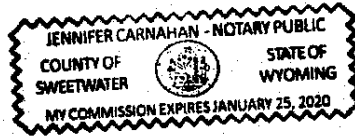
- 11.4. LESSEES AND OTHER INVITEES.** Lessees, invitees, contractors, family members, and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, Improvements, or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner him/herself.
- 11.5. NONWAIVER.** Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 11.6. GOVERNING DOCUMENT CONFLICTS.** If this Declaration conflicts in any way with the Association's Bylaws, Articles of Incorporation, or any Rules, this Declaration controls. If any provision of the Governing Documents conflict with any applicable federal, state, or local law or ordinance, that provision shall not be enforced.
- 11.7. CONSTRUCTION; SEVERABILITY.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.
- 11.8. NUMBERS; GENDER; CAPTIONS.** As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.
- 11.9. EFFECTIVE DATE.** This Declaration is effective as of the date when filed for record in the office of the Record of Rich County, Utah.

IN WITNESS WHEREOF, the Association adopted this Second Amended Declaration of Covenants, Conditions, and Restrictions of the Sweetwater Park Trailer & Camper Park located in Rich County, State of Utah with the necessary approval of Lot owners as required herein, on the 28 day of August, 2016

**SWEETWATER PARK TRAILER & CAMPER PARK PROPERTY OWNERS, INC.**

BY: Jennifer Carnahan  
TITLE: President

STATE OF WYOMING )  
 ) SS:  
COUNTY OF SWEETWATER )



On the 28 day of August, 2016, who by me being duly sworn, did say that he/she is the President of Sweetwater Park Trailer & Camper Park Property Owners Association, Inc. and that the foregoing instrument was properly ratified by at least 2/3 of the voting interests of said Property Owners Association.

Jennifer Carnahan  
Notary Public  
Residing At: Green River, WY  
Commission Expires: January 25, 2020

**EXHIBIT A**  
**Legal Description**

**Legal Description:**

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property located in Rich County, State of Utah:

The Sweetwater Park Trailer and Camper Park as shown on the official plats thereof on file with the Rich County Recorder:

Sweetwater Park Trailer and Camper Park Phase I, II, & III;  
Sweetwater Park Trailer and Camper Park Phase IV;  
Sweetwater Park Trailer and Camper Park Phase 5;  
Sweetwater Park Trailer and Camper Park Phase 6;  
Sweetwater Park Camper and Trailer Park Phase 7;  
Sweetwater Park Camper and Trailer Park Phase 8.

**EXHIBIT B**  
**Bylaws**

**BYLAWS**  
**OF**  
**SWEETWATER PARK TRAILER & CAMPER PARK**  
**PROPERTY OWNERS, INC.**  
**RICH COUNTY, UTAH**

THESE BYLAWS OF SWEETWATER PARK TRAILER & CAMPER PARK PROPERTY OWNERS, INC. 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 1 of THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SWEETWATER PARK TRAILER & CAMPER PARK ("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.

Now, therefore, in consideration of the Recitals above, the Association adopts the following Bylaws. All present and future Lot Owners, tenants, or any other persons who may use the facilities at Sweetwater Park Trailer & Camper Park Property in any manner are subject to these Bylaws:

### ARTICLE 1 DEFINITIONS

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

- 1.1 **"Board Member"** means a member of the Board of Trustees.
- 1.2 **"Officer"** means an officer appointed under Article 5.

### ARTICLE 2 OFFICES

- 2.1. **Principal Office.** The principal office of the Association in the State of Utah shall be located in the State of Utah. The Association may have such other offices within the State of Utah as the Board of Trustees may designate or as the business of the Association may from time to time require.
- 2.2. **Registered Office.** The registered office of the Association required by the Utah Nonprofit Corporation to be maintained in the State of Utah may be, but need not be, identical with the principal office of the Association, and the address of the registered office may be changed from time to time by the Board of Trustees.

**ARTICLES 3  
MEMBERS**

**3.1 Annual Meetings.**

- a. **Meeting Month.** The annual meeting of the Members shall be held each year between the months of May and September on a day and at a time established by the Board of Trustees.
- b. **Purpose.** The purpose of the annual meeting is to elect Board Members and transacting such other business as may come before the meeting. If the election of Board Members cannot be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members.
- c. **Change of Meeting Time.** The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

**3.2 Special Meetings.**

- a. **Calling by Board.** Special meetings of the Members may be called by a majority of the Board of Trustees, the President, or upon the written request of Members holding not less than 35% of the voting interests of the Association.
- b. **Written Request for Special Meeting.** Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member 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 30 days of receipt of the request.

**3.3 Place of Meetings.** The Board of Trustees may designate any place in the State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

**3.4 Notice of Meetings.**

- a. **Time for Notice.** Written or printed notice stating the place, day and hour of the meeting, and in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail, or by email at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting.

- b. **Method of Notice.** If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. The Association may also provide notice by email unless an Owner sends in a written request to the Association that he/she will not accept notices by way of email. Notice by email shall be deemed to be delivered when sent to the email address the Member has registered with the Association.
  - c. **Waiver of Notice.** Notice of the time, place and purpose of any meeting of the Members may be waived by any Member in writing either before or after such meeting has been held.
- 3.5 Qualified Voters.** A Member 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, these Bylaws, or any Rules and shall have fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.
- 3.6 Record Date for Notice Purposes.**
- a. **Designation of Record Date.** The Board of Trustees may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Members entitled to notice of any meeting of the Members.
  - b. **Default Date.** If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Members entitled to notice.
  - c. **Members as of Record Date.** The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Members of record entitled to notice of the meeting of the Members.
- 3.7 Quorum.**
- a. **Quorum Requirement.** At any meeting of the Members, the presence of Members and holders of proxies entitled to vote shall constitute a quorum for the transaction of business.
  - b. **Members’ Powers at the Meeting.** The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the departure of some of the Members that were initially present.



- c. **Adoption.** The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present is necessary for the adoption of any matter voted on by the Members unless otherwise stated in the Articles of Incorporation, these Bylaws, or otherwise required by law.

### 3.8 Proxies.

- a. **Generally.** At each meeting of the Members, each Member 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 Member or by the Member's attorney when duly authorized in writing.
- b. **Joint Ownership.** 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 Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, 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.
- c. **Proxy Qualifications.** Only Members or the legal representative of a Member may be proxies. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.
- d. **Recording of Proxies at Meetings.** The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

### 3.9 Votes.

- a. **Number of Votes.** With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, 1 vote for each Lot in the Property for which that Member holds an ownership interest. In no event, however, shall more than one vote exist with respect to any Lot in the Property.
- b. **Adoption of Matters.** The affirmative vote of a majority of the votes entitled to be cast by the Members 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 Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act.
- c. **Election by Secret Ballot.** The election of Board Members may be by secret ballot.

- d. **Joint Ownership.** When more than one person owns an interest in a Lot, the vote exercised for that Lot shall be decided among the Owners themselves. Any Person who is the owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of evenly conflicting votes by Co-Owners of one Lot, no vote shall be counted for that Lot. In no event shall fractional votes be exercised in respect to any Lot.

**3.10 Voting by Certain Member-Entities.**

- a. **Corporations.** Memberships standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Trustees of such corporation may determine.
- b. **Other Entities.** Memberships held by an administrator, executor, guardian or conservator may be voted by it, either in person or by proxy, without a transfer of such membership into its name. Memberships standing in the name of a trustee may be voted by the trustee, either in person or by proxy.

**3.11 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 Members present, and in the decision and votes of the Board of Trustees 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 of Trustees. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

**3.12 Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

**3.13 Order of Business at Annual Meeting.** The order of business at the Annual Meeting may be as follows:

- a. Roll call;
- b. Reading notice and proof of notice;
- c. Reading of minutes of last preceding meeting;
- d. Report of President;
- e. Report of Secretary;
- f. Report of Treasurer;

- g. Election of Trustees;
- h. Report of Committees;
- i. Transaction of other business mentioned in the notice; and
- j. Adjournment;

provided that, in the absence of any objection, the presiding officer shall have the discretion to vary the order of business.

#### ARTICLE 4 BOARD OF TRUSTEES

**4.1. General Powers.** The property, affairs and business of the Association shall be managed by the Board of Trustees. The Board of Trustees 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 of Incorporation, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Trustees shall also have the following specific powers:

- a. **Selection of Officers.** Select officers as provided in Article 5.
- b. **Appointment of Executive Committee.** The Board of Trustees may appoint an executive committee composed of two (2) or more Trustees who, to the extent provided in the resolution appointing them, shall have and exercise the authority of the Board of Trustees in the management of the business, affairs, and properties of the Association between meetings of the Board of Trustees.
- c. **Appointment of Architectural Control Committee.** The Board of Trustees may appoint an Architectural Control Committee as further described in the Declaration.
- d. **Appointment of Other Officers and Agents.** The Board of Trustees shall have power to appoint such other officers and agents as it may deem necessary from time to time for the transaction of the business of the Association.
- e. **Delegation of Powers.** For any reason deemed sufficient by the Board of Trustees, whether occasioned by absence, incapacity, or otherwise, the Board of Trustees may delegate all or any of the powers and duties of any officer to any other officer or Trustee, but no officer or Trustee shall execute, acknowledge or verify any instrument in more than one capacity.
- f. **Power to Require Bonds.** The Board of Trustees may require any officer or agent to file with the Association a satisfactory bond conditioned upon the faithful performance of his duties.

**4.2. Number, Tenure, and Qualifications.** The property, business, and affairs of the Association shall be governed and managed by a Board of Trustees composed of twelve

(12) persons. Each Board Member shall serve for the term of three (3) years. Each Board Member shall be an Owner or the spouse of an Owner, but no two Board Members may reside in the same residence, be the spouse of one another, or be business partners if the business is related to their ownership of a Lot. If an Owner is a corporation, partnership, limited liability company, a manger or trust, a Board Member or manager thereof, as applicable may be an officer, partner, member, manager, trustee or beneficiary of such Owner so long as that person resides in the Project. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board of shall automatically terminate.

**4.3.Duties.** It shall be the duty of the Board of Trustees to:

- a. **Record of Acts.** Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 25% of the Members entitled to vote;
- b. **Supervision.** Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- c. **Assessments.** Fix the amount of the Annual Assessments against each Lot at least 30 days in advance of such Annual Assessment, provide written notice of the Annual Assessment, and collect any Assessments levied by the Association;
- d. **Issuance of Certificate of Payment.** Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting for whether or not any Assessment has been paid. A reasonable charge may be made by the Board of Trustees for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive proof of such payment;
- e. **Insurance.** Procure and maintain adequate insurance as provided in the Declaration; and
- f. **Maintenance.** Cause the Common Areas to be maintained.

**4.4.Regular Meetings.** The Board of Trustees shall hold regular meetings at least annually, at the discretion of the Board of Trustees, immediately after, and at the same place as, the Annual Meeting of Members. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance.

**4.5.Special Meetings.** Special meetings of the Board of Trustees may be called by the President or at least three (3) 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 of Trustees may fix any place, within the State of Utah, as the place for holding the meeting.

**4.6.Notice of Meetings.** Notice stating the place, day and hour of meetings of the Board of Trustees shall be given at least three (3) days prior thereto by written notice delivered

personally or mailed to each Trustee or by telephone. Notice shall be given by or at the direction of the President, Secretary, or the officer or persons calling the meeting, to each Trustee. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Trustee at his address as it appears on the records of the Association, with postage prepaid. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Trustees need be specified in the notice or any waiver of notice of such meeting. The Board of Trustees may also provide notice by email, text message, or by the Association's website.

**4.7. Waiver of Notice.** Any Trustee may waive notice of any meeting of the Board of Trustees either before or after such meeting has been held. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**4.8. 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 of Trustees. The act of a majority of the Board Members present 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 of Trustees. The Board Members shall act only as the Board of Trustees, and individual Board Members shall have no powers as such.

**4.9. Presumption of Assent.** A Trustee of the Association who is present at a meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by Registered Mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

**4.10. Compensation.** No Board Member shall receive 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 Project in any other capacity and receiving compensation therefore.

**4.11. 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 Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12)

month period, misses either three (3) consecutive or fifty percent (50%) of the regularly scheduled Board meetings.

- 4.12. Vacancies and Newly Created Board Memberships.** If vacancies occur in the Board of Trustees by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.11, 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 of Trustees occurring by reason of removal of a Board Member by the Members may be filled by election by the Members 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.
- 4.13. Informal Action by Board Members.** Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Board Members.
- 4.14. Waiver of Notice.** Before or at any meeting of the Board of Trustees, 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.
- 4.15. Adjournment.** The Board of Trustees may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.
- 4.16. Contracts, Loans, Checks, and Deposits.**
- a. **Contract.** The Board of Trustees may authorize any Officer or Officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Association, and such authority may be general or confined to specific instances.
  - b. **Loans.** No loans shall be contracted on behalf of the Association, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.
  - c. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such Officer or Officers, agent or agents of the Association and in such manner as shall from time to time be directed and determined by resolution of the Board of Trustees.

- d. **Deposits.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, savings and loan associations, or other depositories as the Board of Trustees may select.

## **ARTICLE 5 OFFICERS**

- 5.1. **Officers.** The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees. 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 of Trustees may from time to time determine.
- 5.2. **Election Tenure and Qualifications.**
- a. **Election.** The officers of the Association shall be chosen by the Board of Trustees annually at the first regular meeting of the Board of Trustees following the annual meeting of the Members. In the event of failure to choose officers at such regular meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees.
  - b. **Term.** Each such officer (whether chosen at a regular meeting of the Board of Trustees or otherwise) shall hold such office until the next ensuing regular meeting of the Board of Trustees 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. The President, Vice President, Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.
- 5.3. **Subordinate Officers.** The Board of Trustees 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 of Trustees 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 of Trustees 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 of Trustees at any regular or special meeting for the unexpired portion of the term.
- 5.6. The President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. 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 of Trustees. The President shall, in general, perform all duties incident to his office and such other duties as may be prescribed by the Board of Trustees from time to time. The President shall, with the advice of the Board of Trustees, appoint all Standing Committees and Special Committees. He shall be an ex officio member of all Committees and shall exercise general supervision over the work of all Committees in order to assure that the objectives of the Association are executed in the best possible manner.
- 5.7. The Vice President.** The Vice President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Trustees or Members. The Vice President shall perform such other duties as required by the Board of Trustees. Any Vice-President may sign, with the Secretary or an Assistant Secretary, certificates representing membership in the Association, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.
- 5.8. The Secretary.** The Secretary shall:
- a. Keep the minutes of the meetings of the Members and of the Board of Trustees in one or more books provided for that purpose;
  - b. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
  - c. Be custodian of the records of the Association and of the seal of the Association;
  - d. Keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member;
  - e. Sign with the President, or a Vice-President, certificates for membership in the Association, the issuance of which shall have been authorized by resolution of the Board of Trustees; and



f. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

**5.9. The Treasurer.** If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Trustees shall determine. Treasurer shall:

- a. Have charge and custody of, and be responsible for, all funds and securities of the Association;
- b. Receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 6 of these Bylaws;
- c. Upon the request of any Owner or prospective purchaser or encumbrance of a Lot in the Property, issue a certificate stating whether or not all assessments respecting such Lot are current, and, if not, the amount of the delinquency; and
- d. In general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.
  - i. Nothing herein shall prevent the delegation of these duties to a manager or other individual subject to approval of the Board.

## ARTICLE 6 COMMITTEES

**6.1. Designation of Committees.** The Board of Trustees 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 of Trustees. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Trustees in a written resolution. The Board of Trustees may terminate any Committee at any time.

**6.2. Proceeding of Committees.** Each Committee designated hereunder by the Board of Trustees 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 of Trustees.

- 6.3. Quorum and Manner of Acting.** At each meeting of any Committee designated hereunder by the Board of Trustees, 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 of Trustees 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 of Trustees.
- 6.4. Resignation and Removal.** Any Committee Member designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees 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 of Trustees due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Trustees, 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 of Trustees.

## ARTICLE 7 INDEMNIFICATION

- 7.1. Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member or officer or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Board Member having reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member or officer or committee member, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board

Members, officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

- 7.2. Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members and officers and committee member be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.
- 7.3. Insurance.** The Board of Trustees, in its discretion, may direct that the Association 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.
- 7.4. Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, 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 8 RECORDS AND AUDITS

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 in the manner prescribed by a resolution adopted by the Board of Trustees.

### **8.1. General Records.**

- a. **Records and Minutes.** The Board of Trustees or managing agent for the Association shall keep detailed records of the actions of the Board of Trustees and managing agent or manager; minutes of the meetings of the Board of Trustees; and minutes of the Member meetings of the Association.
- b. **Book of Resolutions.** The Board of Trustees shall maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Trustees.

- c. **List of Owners.** The Board of Trustees shall maintain a list of each Owner as required under section 8.2.
- d. **Permanent Records.** The Association shall retain within the State of Utah all records of the Association for not less than the period specified in applicable law, except that documents of a permanent nature such as the following, if available, must be maintained as permanent records of the Association:
  - i. The as-built architectural, structural, engineering, mechanical, electrical, and plumbing plans;
  - ii. The original specifications, indicating all subsequent material changes;
  - iii. The plans for underground site service, sit grading, drainage, and landscaping drawings;
  - iv. Any other plans and information relevant to future repair or maintenance of the property; and

## 8.2 List of Owners.

- a. **Contact Information.** The Board of Trustees shall maintain records of each Owner's mailing address, email address, telephone number and the Lot in the Property to which the membership of that Owner is appurtenant.
- b. **Transfer of Ownership.** In the event of any transfer of title to a Lot in the Property, whether via a conveyance of fee title or via a real estate contract purchase, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred.
- c. **Reliance on Records.** The Association may for all purposes act and rely on the information concerning Members and Lot ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Lot in the Property which is obtained from the office of the County Recorder of Rich County, Utah, or any reputable title company.

## 8.3 Records of Receipts and Expenditures.

The Board of Trustees or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Property, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

## 8.4 Financial Reports and Audits.

- a. **Annual Report.** 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 of Trustees 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. **Audits.** From time to time the Board of Trustees, 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 Eligible Mortgagees of Lots. At any time any or Eligible 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.

#### **8.5 Inspection of Records by Owners.**

- a. **Reasonable Availability.** Except as provided below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Trustees.
- b. **Governing Documents.** The Board of Trustees shall maintain a copy, suitable for the purposes of duplication of the following:
  - i. The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association;
  - ii. The most recent financial statement prepared pursuant to Section 8.4 above; and
  - iii. The current operating budget of the Association.
- c. **Request by Owner.** The Association, within a mutually agreeable time, after receipt of a written request by an Owner, shall furnish the requested information required to be maintained under subsection b. of this Section.
- d. **Other Rules.** The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information.

#### **8.6 Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a. Personnel matters relating to a specific identified person or a person's medical

records;

- b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services;
- c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation;
- d. Disclosure of information in violation of law;
- e. Documents, correspondence or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session;
- f. Documents, correspondence, or other matters considered by the Board of Trustees in executive session; or
- g. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

## ARTICLE 9 RULES

- 9.1. Establishment of Rules.** The Board of Trustees shall have the authority to adopt and establish by resolution such Project management and operational Rules as it may deem necessary for the maintenance, operation, management, and control of the Project. The Architectural Control Committee may establish Rules relating to the purposes of the Architectural Control Committee provided in the Declaration.
- 9.2. Amendment.** The Board of Trustees may from time to time, by resolution, alter, amend, and repeal such Rules.
- 9.3. Compliance.** Owners shall use their best efforts to see that the Rules 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 shall apply and be binding upon all Lot Owners of the Project.
- 9.4. Enforcement.** The Association, through the Board of Trustees or Architectural Control Committee, may suspend the right of an Owner to use the swimming pool area or the common areas in the Property for any period of time during which an assessment made on such Owner remains unpaid and for a period not exceeding ninety (90) days for any infraction by any Owner of the provisions of these Bylaws, the Articles of Incorporation, the Declaration, any determinations made by the Architectural Control Committee, or any rules or regulations promulgated by the Association.

- 9.5. Fines for Infractions.** The Association, through the Board of Trustees or the Architectural Control Committee, may establish and enforce a system of fines against Owners for infractions of the provisions of these Bylaws, the Articles of Incorporation, the Declaration, or any rules or regulations promulgated by the Association. Such fines shall have the same force and effect as, and may be enforced as, regular or special assessments made by the Association against such Owners. Monies generated by such fines shall be allocated as the Board of Trustees shall determine.
- 9.6. Enforcement Costs.** If the Association obtains the services of an attorney to enforce against any Owner the provisions of these Bylaws, the Articles of Incorporation, the Declaration, any determinations made by the Architectural Control Committee, or any rules or regulations promulgated by the Association, such Owner shall be liable to the Association for the costs of said attorney regardless of whether a lawsuit is filed or a judgment is obtained. The Association may bring a lawsuit against such Owner to enforce the provisions of these Bylaws, the Articles of Incorporation, the Declaration, any determinations made by the Architectural Control Committee, or any Rules promulgated by the Association. Any judgment obtained by the Association in such lawsuit shall include reasonable attorneys' fees, court costs, all other reasonable expenses incurred by the Association in enforcing its rights, and post-judgment interest on such fees, costs, and expenses at the annual rate of eighteen percent (18%).
- 9.7. Copies of Rules.** Copies of all Rules and resolutions adopted by the Board of Trustees shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

## **ARTICLE 10 AMENDMENTS**

- 10.1. How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the Board of Trustees or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.
- 10.2. Adoption.** These Bylaws may be amended, altered, or repealed by an affirmative vote of a majority of the Trustees then in office at any regular or special meeting of the Board of Trustees; provided, however, that Bylaws pertaining to the qualifications, voting rights and property rights of Members and the termination or forfeiture of memberships shall not be amended or repealed unless such change receives at least a majority of the votes casted by Members present at a duly called meeting.
- 10.3. Execution and Recording.** An amendment shall not be effective unless and until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Recorder's Office of Rich County.

**ARTICLE 11  
MISCELLANEOUS PROVISIONS**

- 11.1. **Notice.** Any notices that the Association is required to give under any of the Governing Documents may be provided by electronic means, including text message, email, or the Association's website.
- 11.2. **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.
- 11.3. **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.
- 11.4. **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 28 day of August, 2016

SWEETWATER PARK TRAILER & CAMPER PARK PROPERTY OWNERS, INC.

BY: Jay Carnahan  
TITLE: President


STATE OF WYOMING                    )  
  ) SS:  
COUNTY OF SWEETWATER            )



On the 28 day of August 2016, personally appeared before me Kay Carnahan, who by me being duly sworn, did say that he/she is the President of Sweetwater Park Trailer & Camper Park Property Owners, Inc. and that the foregoing instrument was approved as required by the previous Bylaws of the Association.

Jennifer Carnahan  
Notary Public



**ADDITION TO:**   
**THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF**

**Sweetwater Park Trailer & Camper Park (DBA: Sweetwater Ridge HOA)**

**Located in Rich County, State of Utah**

**As adopted by majority vote, annual home owners meeting 25 July 2015**

**Recorded in the Rich County Recorder's office on August 29, 2016 as**

**Filing No. 90098 in book SII page 738**

**RECITALS**

1. The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sweetwater Park Trailer & Camper Park were adopted by majority vote, annual home owners meeting 25 July 2015 and recorded in the Rich County Recorder's office on August 29, 2016 as Filing No. 90098 in book SII page 738.
2. The previously recorded Sweetwater Park Trailer & Camper Park Property Owners Association Inc. was recorded March 16, 1987, at Rich County Recorder's office.
3. Additions to Article 4 and Article 5 were added following an online meeting that was voted on and passed by a majority of the Board of Directors via email between February 8, 2020 and February 11, 2020.
4. The Bylaws of Sweetwater Park Trailer & Camper Park were adopted by a majority vote, annual home owners meeting 25 July 2015 and recorded in the Rich County Recorder's office on August 29, 2016 as Filing No. 90098 in book SII 738. The previously recorded Bylaws of Sweetwater Park Trailer & Camper Park Owners Association Inc was recorded March 16, 1987, at Rich County Recorder's office.
5. Amendment to Article 5, Officers, section 5.6 through 5.9 and addition 5.10 were proposed agreed on and approved by the Board of Directors during meetings and email exchanges in August though November 2020

**ADDITION TO ARTICLE 4:**

**RESTRICTIONS ON USE OF RESIDENTIAL LOTS AND COMMON AREAS**

**4.15**

- a. Renting or leasing of lots and dwellings within Sweetwater Ridge will not be allowed. This includes enterprises such as AirBnb, Vrbo, Home Share or any other short-term rental enterprise.

**ADDITION TO ARTICLE 5:**

**ARCITECTURAL CONTROL COMMITTEE**

**5.1**

- d. Digging, excavating or movement of heavy equipment, such as cement trucks, within the boundaries of Sweetwater Ridge will be prohibited between 1 November and 1 April in order to protect water lines and infrastructure of our community. (BL Water Company)
- e. Mobile homes will not be allowed to be moved into or out of Sweetwater Ridge between the dates of 1 November and 1 April in order to decrease the possibility of damage to the water system and roads.

**AMENDMENT TO BYLAWS OF SWEETWATER PARK TRAILER & CAAMPER PARK  
PRPOERTY OWNERS, INC. RICH COUNTY, UTAH**

**ARTICLE 5: OFFICERS  
5.6 THROUGH 5.10**

**5.6 The President.**

The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. 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 of Trustees. The President shall, in general, perform all duties incident to his office and such other duties as may be prescribed by the Board of Trustees from time to time. The President shall, with the advice of the Board of Trustees, appoint all Standing Committees, Special Committees, and assign board members duties to ensure separation of fiduciary powers, in accordance with sound accounting practices. He shall be an ex officio member of all Committees and shall exercise general supervision over the work of all Committees in order to assure that the objectives of the Association are executed in the best possible manner.

**5.7 The Vice President.**

The Vice President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Trustees or Members. The Vice President shall perform such other duties as required by the Board of Trustees. Any Vice-President may sign, with the President, Treasurer, Secretary or Executive Secretary, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Trustees.

**5.8 The Secretary.**

The Secretary shall in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees. Secretary shall:

- a. Keep the minutes of the meetings of the Members and of the Board of Trustees in digital format on the associations shared drive.

- b. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- c. Be custodian of the records of the Association.
- d. Keep a register of the post office address, email addresses and phone numbers of each Member which shall be furnished to the Secretary by members.

#### **5.9 The Treasurer.**

The treasurer in general, will perform the duty's incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Trustees. Nothing herein shall prevent the delegation of these duties to a manager or other individual subject to approval of the Board. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Trustees shall determine. Treasurer shall:

- a. Have charge and custody of, and be responsible for, all funds and securities of the Association
- b. Reconcile monthly bank statements, prepare and present annual financial statements
- c. Track and record depreciation of assets.
- d. Transfer moneys from Money Market accounts to checking accounts
- e. Prepare tax returns and 1099 forms for contractors
- f. Respond to members requests to review financial records
- g. Arrange for audits as necessary

#### **5.10 Executive Secretary.**

Executive secretary shall receive invoices from vendors and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 6 of these Bylaws. Nothing herein shall prevent the delegation of these duties to a manager or other individual subject to approval of the Board. Executive secretary shall:

- a. Upon the request of any Owner or prospective purchaser or encumbrance of a Lot in the Property, issue statements whether or not all assessments respecting such Lot are current, and, if not, the amount of the delinquency.
- b. Track and pay all expenses
- c. Send statements as needed
- d. Make recommendations to the board on delinquent accounts

**SUBMISSION  
ADDITION TO ARTICLE 4 AND ARTICLE 5  
AMENDMENT TO BYLAWS**

**IN WITNESS WHEREOF**, the Association adopted the Second Amended Declaration of Covenants, Conditions and Restrictions of the Sweetwater Park Trailer & Camper Park located in Rich County, State of Utah, as stated herein, with the necessary approval by a majority vote of the home owners on 25 July 2015. These additions and amendments to the covenants and bylaws were approved by the Associations Board of Trustees. New covenants were delivered to all owners at least 10 days before implementation as stated in Article 4.15, Association Rules.

Dated 17 Dec 2020

**SWEETWATER TRAILER & CAMPER PARK PROPERTY OWNERS ASSOCIATION  
(dba) SWEETWATER RIDGE HOA**

  
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Carol E Vigil, President

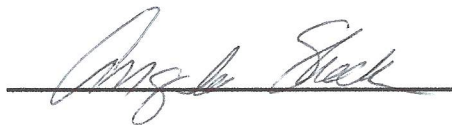
STATE OF UTAH )

COUNTY OF DAVIS )

On this 17 day of DECEMBER, in the year 2020, before me, ANGELA SHOCK a notary

Public, personally appeared Carol E. Vigil, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.

Witness my hand and official seal.

  
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