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PEGGY FOY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: MIDWAY SPRINGS LLC

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WATTS REMUND FARMS  
(A Subdivision)  
Midway, Wasatch County, Utah

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
REMUND FARMS

THIS DECLARATION made and executed as of this 11<sup>th</sup> day of August, 2018, by **RKW 2015-20, LLC**, a Utah limited liability company with its principal place of business located in Salt Lake City, State of Utah, (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the record owner of that certain tract of Property more particularly described in Article II of this Declaration.

B. Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Areas. To this end, and for the benefit of the Property and of the Owners thereof, Declarant desires to subject the Property described in Article II of this Declaration and the various Homesteads now or hereafter contained within the entire tract hereinafter described to the covenants, restrictions, easements, charges, liens hereinafter set forth.

C. Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Declaration. For such purpose Declarant has, in conjunction with recordation of this Declaration, caused or will cause to be incorporated under the laws of the State of Utah, as a nonprofit corporation, REMUND FARMS HOMEOWNERS' ASSOCIATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property described in Article II hereof shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and lien hereinafter set forth.

I. DEFINITIONS

1.1. Act shall mean the Utah Community Association Act, as the same may exist from time to time.

1.2. Additional Land shall, at any point in time, means any real property adjacent to the Property, provided however, that if any such real property is separated from the Property by a dedicated road or street, it shall not be excluded and may be annexed as part of the Development in accordance with the provisions of Section 2.2.

1.3. Accessory Building Location shall mean and refer to that area of ground in a Homestead in which a accessory building can be located as shown on the Plat. If the Plat does not separately designate an Accessory Building Location, the Accessory Building Location shall be that area permitted by the Governing Laws and approved by the Architectural Control Committee, upon application by an Owner to such Architectural Control Committee.

1.4. Architectural Control Committee or the Committee shall mean the Architectural Control Committee created in accordance with the requirements of Article VIII of this Declaration.

1.5. Association shall mean and refer to the Remund Farms Homeowners' Association, a Utah nonprofit corporation.

1.6. Board shall mean and refer to the Board of Trustees or Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association.

1.7. Building Location shall mean and refer to that area of ground in a Homestead in which a Living Unit can be located as shown on the Plat. If the Plat does not separately designate a Building Location, the Building Location shall be as approved by City which shall take into account setbacks which may be required by the terms of this Declaration or by appropriate governmental agencies.

1.8. City shall mean the City of Midway, a political subdivision of the State of Utah.

1.9. Common Areas shall mean and refer to that part of the Property which is not included with the Homesteads which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines and fixtures and other personal property owned by the Association when the context so requires. Subject to the limitations contained in this Declaration, the Trails and the Conservation Preserve are part of the Common Areas. Common Areas are designated on the Plat by a Common Area Parcel Designation.

1.10. Conservation Preserve shall mean and refer to that area of real property which the Declarant may, if it elects, convey to the Association, which has been restricted by deed, in perpetuity, for (i) the protection of the natural habitat of wildlife, plants and other ecosystems, and/or (ii) the preservation of open space for the scenic enjoyment of the public.

1.11. County shall mean the Wasatch County, a political subdivision of the State of Utah.

1.12. Declarant's Control Period shall mean the "Period of Administrative Control" as specified in Section 3.2 which permits the Declarant or its successor to appoint or remove members of the Board and to exercise power or authority assigned to the Association under the Governing Documents.

1.13. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.14. Department shall mean and refer to the Utah Department of Commerce.

1.15. Design Guidelines shall mean and refer to those guidelines and regulations created by the Declarant for the design and construction of Living Units and other improvements within the Development and the corresponding landscaping of Homesteads. For purposes of this Declaration, Design Guidelines may be amended and/or supplemented from time to time by the Declarant.

1.16. Development shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.17. Environmental Laws. The term "Environmental Laws" shall mean any federal, state, local or foreign statutes, codes, plans, regulations or common laws related to pollution or protection of the environment, including, without limitation, any common laws of nuisance or trespass and any laws or regulations relating to emissions, discharges, releases or threatened releases of Toxic Materials into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Toxic Materials. "Environmental Laws" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under those Environmental Laws.

1.18. First Mortgage. The term "First Mortgage" shall mean a Mortgage which is secured by a Homestead and/or Living Unit, which is superior in priority to all other Mortgages with respect to such Homestead and/or Living Unit.

1.19. First Mortgagee. The term "First Mortgagee" shall mean a Mortgagee holding a First Mortgage.

1.20. Governing Documents. The term "Governing Documents" shall mean (a) this Declaration, (b) the Development Agreement by and between Declarant and the City; (c) a Water Supply Agreement by and between Declarant, City and Midway Irrigation Company; (d) the Maps and Plats (as defined herein), (e) the Master Grading and Drainage Plan; (f) the Articles, (g) the Bylaws, (h) the Association Rules, (i) the Design Guidelines, and (j) the covenants, restrictions and all other agreements and instruments pertaining to and governing the foregoing or the Development or the activity or matter in question as may be amended from time to time. Conflicts between the Governing Documents shall be resolved in accordance with the Act.

1.21. Governing Laws. The term "Governing Laws" shall mean all laws, ordinances, regulations, orders, judgments and other legislation pertaining to and governing the Development or the activity or matter in question.

1.22. Homestead shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat commonly known as a lot: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different Homesteads; and (b) which is intended to be used as the site of a single Living Unit.

1.23. Household Pets means household pets, including dogs and cats, maintained for family use only (non-commercial production), with cages and pens.

1.24. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy for primarily residential or recreational purposes.

1.25. Member shall mean and refer to every person who holds a membership in the Association.

1.26. Mortgage shall mean any mortgage, deed of trust or trust deed or the act of encumbering any Homestead or any property by a mortgage, trust deed or deed of trust.

1.27. Mortgagee shall mean any person named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.28. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Homestead. Notwithstanding any applicable theory relating to a mortgage, deed of trust or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.29. Plat shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Homesteads and one or more Common Area Parcels; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Subdivision created by the Plat shall comprise the Development or an addition thereto; and (d) which is filed for record in the office of the County Recorder of Wasatch County, Utah. Recorded concurrently with this Declaration is a subdivision plat of REMUND FARMS Phase I, and executed and acknowledged by Declarant on August 11, 2018, and creating separately numbered Homesteads. Said subdivision plat constitutes a Plat.

1.30. Property shall mean and refer to all of the real property which is covered by a Plat.

1.31. Reserve Funds means monies funded by the Association to cover the cost of repairing, replacing, or restoring Common Areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the general assessment or other funds of the Association.

1.32. Registration shall mean the registration of the Association with the Department as provided in Section 2.6 herein below.

1.33. Rules and Regulations shall mean the rules and regulations adopted by the Board on behalf of the Association consistent with the requirements of the Act to assist in the interpretation, implementation, operation, and enforcement of the remaining Governing Documents. Rules and Regulations implementing and/or setting fines shall be consistent with the requirements of the Act, including but not limited to providing warnings and a right to a hearing before the Association.

1.34. Second Mortgage. The term "Second Mortgage" shall mean a Mortgage which is secured by a Homestead and/or Living Unit, which is superior in priority to all other Mortgages with respect to such Homestead and/or Living Unit other than a First Mortgage.

1.35. Special Service District. The term "Special Service District" shall mean that special service district in existence or which may be formed by the City and Declarant in accordance with the terms and conditions of the Governing Documents which provides both culinary and secondary water to or for the benefit of Owners of Homesteads and Living Units; and (ii) that makes monthly charges to Owners for the improvements located and maintained in such special service district, which charges will be in addition to those charges imposed by Midway City for water. Such charges will be reflected upon individual water statements. The Special Service District will cover all Parcels located within the Development. By becoming an Owner within the Development, each Owner shall be deemed to have given his consent to the creation of and the requirements of the Special Service District.

1.36. Subdivision shall mean and refer to the entire residential development which is created and covered by a Plat, as the same may be amended and/or expanded.

1.37. Toxic Materials. The term "Toxic Materials" shall mean any flammable explosives, asbestos, industrial substances, pollutants, contaminants, chemicals, wastes, discharges, emissions, radioactive materials and other hazardous substances, whether injurious by themselves or in combination with other materials, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances" described in the "Environmental Laws."

1.38. Trails shall mean a system of trails, and easements reserved for the construction and maintenance of such Trails, to be established by Declarant as a Common Area and designated as such on one or more Maps as the same are submitted to the terms and conditions of this Declaration. Although designated as a Common Area, the Trails are subject to public use as required by the Governing Documents.

1.39. Trustee means Dennis K. Poole, attorney at law, whose address is 4543 South 700 East, Suite 200, Salt Lake City, Utah 84107.

## II. PROPERTY DESCRIPTION

2.1. Submission and County of Location. 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 situated in Wasatch County, State of Utah.

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Homesteads included with the above-described tract; provided, however, that lines and systems specifically conveyed to the Association by Declarant shall not be included within this exclusion.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or any assignee of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct a Living Unit on each and every Homestead; and (ii) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire twenty (20) years after the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.



ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities, including but not limited to those which may be assessed as provided under the requirements of the Special Service District; all patent reservations and exclusions; all mineral reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2.2. Annexation by Declarant. Declarant may from time to time expand the Development by the annexation of all or any part of the real property comprising the Additional Land. Such annexation may include (i) Living Units; and/or (ii) Common Areas, including improvements constructed thereon. The annexation of any portion of the Additional Land shall become effective upon the recordation in the office of the Wasatch County Recorder of a Plat for the Additional Land, or portion thereof, and by a supplement to this Declaration which (i) describes the real property to be annexed and confirms that it is part of the Additional Land; (ii) declares that the annexed real property is to be held, sold, conveyed, encumbered, leased, occupied and improved as part of the Development and subject to this Declaration; and (iii) sets forth such additional limitations, restrictions, covenants and conditions as are imposed by the owner of and applicable to the annexed real property. Upon the effective date of such annexation, the annexed real property as identified in the Plat of the same, shall become part of the Development and shall be subject to the provisions of this Declaration and any amendment or supplement thereto.

2.3. Limitation on Annexation. Declarant's right to annex any portion of the Additional Land shall be subject to the following limitations:

a. The annexed real property must be all or part of the Additional Land as identified in this Declaration.

b. Declarant shall not effectuate any annexation of real property which would cause the total number of Living Units within the Development to exceed one hundred fifty (150) when completed.

2.4. Appointment and Conveyance to Trustee. The Trustee is hereby appointed a Trustee as required by the Act and Utah Code Annotated, Section 57-1-21 (1)(a)(i). The Declarant hereby conveys and warrants pursuant to Utah Code Annotated, Sections 57-8a-212 and 57-8a-302 to the Trustee, with power of sale, the Homesteads (Homesteads) and all improvements to the Homestead (Homesteads) for the purpose of securing payment of assessments under the terms of this Declaration. Nothing herein shall preclude the substitution of the Trustee in accordance with the provisions of Utah Code Annotated, Section 57-1-22, as long as such substituted Trustee satisfies the requirements of the Act.

2.5. Not a Cooperative. The Property and Subdivision is not a cooperative.

2.6. Absence of Condominiums. As of the date of this Declaration, no portion of the Property or Subdivision contains a condominium governed by the Utah Condominium Act.

2.7. Registration with Utah Department of Commerce. Not later than ninety (90) days after recording the Declaration in the official records of the County, the Association shall register with the Department in accordance with the requirements of the Act. Thereafter, the Association shall update and amend the Registration after a change in any of the information provided in prior Registrations or amendments.

### III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Homestead in which the Owner has the necessary interest, and shall not be separated from the Homestead to which it appertains.

3.2. Voting Rights. The Association shall have the following described two classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant until the Declarant Control Period ceases. Class A Members shall be entitled to one vote for each Homestead in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Homestead.

Class B. The Class B Member shall be the Declarant. Prior to expiration of the Declarant Control Period, the Declarant, or its successor or assign of Declarant's rights, shall have the authority and power to appoint and nominate all members of the Board or to exercise all power and authority assigned to the Association under the Governing Documents. The Class B Membership shall automatically cease and be converted to a Class A membership when the Declarant Control Period ceases. The Declarant Control Period ceases on the first to occur of the following events:

- (a) Sixty (60) days after seventy-five percent (75%) of the Homesteads that may be created are conveyed to owners other than the Declarant; or
- (b) The expiration of seven (7) years after the Declarant has ceased to offer Homesteads for sale in the ordinary course of business; or
- (c) The day the Declarant, after giving written notice to the Owners, records an instrument surrendering all rights to control activities of the Association.

Upon termination of the Declarant Control Period, the Owners shall elect members of the Board in accordance with the provisions of the Bylaws and the Act.

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

3.4. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Homestead. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, who shall maintain a record of ownership of the Homesteads. Any Owner who mortgages his Homestead or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Section 5.5.

#### IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas; provided, however that the Trails are also available for public recreational use and the use of the Conservation Preserve is restricted to the conservation purposes previously granted to the City. Such right and easement shall be appurtenant to and shall pass with title to each Homestead and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee or contract purchaser who resides on such Member's Homestead.

4.2. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Homestead shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_, contained within the Remund Farms Subdivision, as the same is identified in the Plat recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of the official records of the Wasatch

County Recorder. TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey Map in the official record of the Wasatch County Recorder.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Homestead.

4.3. Transfer of Title. Declarant agrees to convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

4.4. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by (i) all holders of first Mortgages secured by Homesteads and (ii) by two-thirds (2/3) of the vote of each class of membership 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 proposes shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date; provided, however that the dedication or transfer of the Trails or the Conservation Preserve to any public agency or authority shall not require the consent of the first Mortgages secured by Homesteads.

4.5. Public Use of Trails. As required by the Governing Documents, the Trails shall be made available for use by the public in accordance with their intended use. Such uses are restricted to recreational purposes, including but not limited to hiking, walking, nature study, cross country skiing, biking (excluding motorized vehicles), and viewing of scenic areas. Such Trails are made available to the public with the express understanding as provided by the Governing Laws, that "an owner owes no duty of care to keep the premises safe from entry or use by any person entering or using the premises for any recreation purpose or to give any warning of a dangerous condition, use, structure, or activity on those premises to that person." Any person using such Trails shall not have the status of an invitee or licensee to whom a duty of care is owed, and the Declarant, Association and the Owners assume no responsibility for or shall incur any liability for any injury to persons or property caused by the act or omission of the person or any other person who enters upon the Trails. The Declarant, Association and the Owners specifically rely upon the provisions of "Limitations of Landowner Liability - Public Recreation Act, Section 57-14-1, et. seq., Utah Code Annotated, in providing the use of the Trails to the public.

## V. ASSESSMENTS

5.1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Homestead, be deemed to covenant and agree to pay to the Association the general, special, and reimbursement assessments described in this Article, together with the hereinafter provided for interest and costs of collection. Except as provided in Section 5.5(d), all such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Homestead with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of such Homestead at the time the assessment falls due. No Owner may exempt himself or his Homestead from liability for payment of

assessments by waiver of his rights concerning the Common Areas or by abandonment of his Homestead. In a voluntary conveyance of a Homestead, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Homestead at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of Owners within the Property and the Benefitted Parties, including but not limited to the appearance and aesthetics of the Development. The use made by the Association of funds obtained from assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

5.3. General Assessment - Maximum Monthly Assessment. The total general assessment is intended to fund the ordinary and re-occurring expenses of the Association estimated in advance for each calendar year, together with amounts required to establish Reserve Funds for the benefit of the Association. As of the commencement date set under Section 5.7, each Homestead shall be subject to a maximum monthly general assessment of \$250.00; provided, that until such time as Declarant has completed the construction and installation of a clubhouse and pool, the monthly assessment shall not exceed seventy-five percent (75%) of the amount set forth above. From and after June 1, 2020, the maximum monthly general assessment may be increased or decreased so long as the change is assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy at a meeting duly called for such purposes. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date. The Board of Trustees of the Association may from time to time and in its discretion set the amount of the monthly assessment at any sum not in excess of the then applicable maximum amount.

5.4. Special Assessments. From and after the date set under Section 5.7, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonable capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction or unexpectedly required repair or replacement in connection with the Common Areas. Any such special assessments must be assented to by not less than a majority of the Members other than the Declarant (or if the two class voting structure is still in effect as provided herein, a majority of the votes of each Class of Members), present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least Ten (10) but not more than Thirty (30) days prior to the meeting date.

5.5. Reimbursement Assessment on Specific Homestead. In addition to the general assessment and any special assessment authorized pursuant to Sections 5.3 and 5.4 above, the Board may levy at any time Special Assessments (a) on each Homestead specifically benefitted by any improvement to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Homestead to be charged; (b) on each Homestead the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; (c) on each Homestead as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3.4, Section 6.1(c), Section 6.2(a) or other provisions of this Declaration; and (d) on each Homestead, the Owner or occupant of which shall violate the Governing Documents of the Association "fines", with the first violation occurring after delivery of a written notice to the owner as required by the Act resulting in a fine of not less than an amount as specified in the Rules and Regulations as adopted and amended from time to time by the Association), and any subsequent or continuing violations resulting in a fine of not less than twice the amount of the initial assessment (or other amounts specified in the Rules and Regulations), with such assessments to be assessed periodically (i.e., weekly or monthly) for continuing violations (all or part of the foregoing being sometimes referred to as "Reimbursement Assessment"), provided, however, a fine shall not become a lien unless the time for appeal of the same as provided by the Act has expired and the Owner did not file an appeal, or if the Owner filed an appeal as provided by the Act, the District Court has issued a final order upholding the fine. As applicable, the aggregate amount of any such Special Assessments other than fines shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Homesteads according to the special benefit or cause of damage or maintenance or repair work or

enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Reimbursement Assessment against the Homesteads benefitted.

5.6. Uniform Rate of Assessment. Except as provided in Section 5.5 above, for Reimbursement Assessments, general and special assessments shall be fixed at a uniform rate for all Homesteads. Declarant, for each unsold Homestead owned by it in the development, shall pay general assessments as herein provided for all Homestead Owners; provided that until such date as Declarant closes and conveys a Homestead to an Owner (other than Declarant), the monthly general assessment attributable to such Homestead shall be ten percent (10%) of the regular monthly assessment.

5.7. Monthly Assessment Due Dates. The monthly general assessments provided for herein shall commence as to all Homesteads on the date a deed is delivered to the purchaser of a Homestead, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy agreement, or the date the Owner actually takes possession of a Homestead, whichever first occurs. The first monthly general assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy as the case may be. Upon such event the first partial monthly general assessment, and three (3) subsequent monthly general assessments shall be due and payable in advance and each subsequent monthly assessment, shall be due on the tenth (10<sup>th</sup>) day after mailing of invoices by the Association to the Owner of each Homestead. Thereafter, monthly general assessments shall be due and payable in advance on the first day of each month. Assessments not paid within ten (10) days of the due date thereof shall be deemed late and subject to a late fee of the greater of five percent of the total assessments due or \$25.00. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessments, the Association shall give each Owner written notice of the amount thereof and the commencement date of such increased assessment.

5.8. Certificate Regarding Payment. Upon the written request of any Owner or prospective purchaser or encumbrancer of a Homestead and/or Living Unit which request is directed to the Association and its contact person as specified in the Registration, and which shall contain the name, telephone number, and address of the person making the request, the email address for delivery of the payoff information, and is accompanied by the written consent for the release of the payoff information identifying the person requesting the information as a person to whom the payoff information may be released, and which consent is signed and dated by an Owner of a Homestead and/or Living Unit for which the payoff information is required, the Association shall issue a certificate stating whether or not all assessments respecting such Homestead are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. In the event such payoff information is required with respect to the financing, refinancing or closing of the sale of a Homestead and/or Living Unit, the Association may charge a fee for such written statement not to exceed \$50.00, provided payment of such fee shall not be due until closing. The request of an owner for a statement of unpaid assessments shall be made in writing and shall be accompanied by a fee payable to the Association in the amount of \$10.00.

5.9. Effect of Non-Payment; Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the affected Homestead; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any First Mortgage or Second Mortgage on the Homestead recorded prior to the date a recorded notice of lien is recorded by or on behalf of the Association. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum both before and after judgment and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Homestead. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

5.10. Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Wasatch County. It is further recognized that each Owner of a Homestead as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Wasatch County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Homestead.

## VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation, this Declaration, or the Act; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

- a. The Association shall accept all Owners as members of the Association.
- b. The Association shall accept title to all Common Areas conveyed to it by Declarant.
- c. The Association shall maintain, repair, and replace all landscaping and related improvements in the Homesteads (excluding any within a Living Unit) and Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, and other Common Area improvements; [provided, however that the Association shall have no obligation to maintain or replace vegetation in the Conservation Preserve]. Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping. The Association shall in perpetuity maintain, repair and replace all landscaping elements known as the River Road Roundabout on the northwest and the southwest corners (the southwest parcel being next to Lacey Lane) of the property that abut the central circle.

As provided in Section 7.10, each Owner shall have the obligation to provide exterior maintenance of his Living Unit including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of his Living Unit and shall maintain all mechanical devices, including but not limited to, appurtenant electrical, plumbing and heating, ventilating and air conditioning systems. The maintenance of all Living Units and accessory buildings shall be in accordance with the Design Guidelines.

In the event that the need for maintenance or repair of Common Areas or landscaping located upon a Homestead as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of a Guest of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Section 5.5) to which such Homestead is subject.

- d. The Association shall keep and maintain documents as required by the Act and shall make them available for inspection and copying as specified by the Act and subject to the conditions authorized by the Act.

- e. To establish and adopt an annual budget for the Association (including but not limited to the inclusion of amounts necessary to create Reserve Funds) and pursuant thereto make an assessment against each of the Homesteads in accordance with the provisions of Section 5.6, and as necessary set the amount of special assessments and Reimbursement Assessments and allocated them according to the requirements of Sections 5.5 and 5.6 above. The approved budget shall be presented to the Members of the Association at a meeting of the Members.

- f. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

- g. For periods subsequent to the Declarant Control Period, to conduct or cause others to conduct a "Reserve Analysis" as defined and required by the Act not less frequently than every six (6) years and to review, and update if necessary, a previously conducted Reserve Analysis no less frequently than every three (3) years, and in accordance with the requirements of such reserve Analysis, as updated, establish an annual amount to deposit into a Reserve Fund account to be used for the purposes authorized by the Act for use of the same. Such Owners may veto the annual Reserve Fund budget amount in accordance with the terms of the Act. The Association shall provide to the Owners annually a summary of the most recent Reserve Analysis or update.

h. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

i. The Association shall maintain its nonprofit existence by filing its annual and other reports with the Department and if necessary shall reincorporate the same if it is terminated or dissolved.

j. To borrow money from one or more lenders for purposes consistent with the duties and obligations of the Association, including but not limited to restoration or replacement of Common Areas which the Association has not been able to maintain with the use of Reserve Funds. The terms of any such restrictions upon the Association contained in the Loan Documents which a lender may seek to impose upon the Association are subject to the requirements and restrictions of the Act.

k. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any Managing Agent may be an independent contractor and not an agent or employee of the Association.

6.2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Homestead for the purpose of maintaining and repairing such Homestead or any improvement thereon if for any reason the Owner fails to maintain and repair such improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Homestead in violation of Article VII of this Declaration. The Association shall have the right to permit access to the Subdivision through any and all entrances, subject to governmental requirements, if any. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any Rules and Regulations promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such Rules and Regulations.

b. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and the exterior landscaping upon Homesteads (and exterior repairs of Living Units to the extent necessitated by the failure of the Owners of such Homesteads) or in exercising any of its rights to construct, maintain and repair improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

i. Construction, maintenance, repair and landscaping of the Common Areas and exterior landscaping upon Homesteads (and exterior repairs of Living Units upon Homesteads to the extent necessitated by the failure of Owners of such Homesteads) on such terms and conditions as the Board shall deem appropriate.

ii. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board and the Owners;

iii. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. For periods subsequent to the Declarant Control Period, bulk service agreements with one or more providers of cable television, community satellite televisions, high speed internet, security monitoring, or electronic entertainment, information, communication or security services, concierge or other personal services, including Project Service Companies, on terms and conditions which the Board believes to be in the best interest of the Owners and their Guests, provided, that each Owner shall be assessed only its proportionate share of such costs as reasonably determined by the Board; further provided that contracts for garbage collection, maintenance, lawn care, or snow removal executed on behalf of the Association during the Declarant Control Period are binding beyond the Declarant Control Period unless terminated by the Board after the end of the Declarant Control Period. This right of termination does not extend to amenity management, utilities, cable service, or other similar services that require an investment in infrastructure or capital, or to rights reserved by the Declarant for periods subsequent to expiration of the Declarant Control Period.

v. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;

vi. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vii. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

c. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Thirty Thousand Dollars (\$30,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

d. As provided by the Act, the Board shall have the right to exercise its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions, Reimbursement Assessments, or pursue legal action for a violation of the Governing Documents, including but not limited to compromising a claim or pursuing a claim for unpaid assessments or other legal or equitable relief.

e. Prior to commencing a legal action against the Declarant, the Board, an employee or agent of the Declarant, or the previous Board related to events or acts occurring during the Declarant Control Period, the Association must first satisfy the conditions and requirements of the Act contained in Section 57-8a-229, or its replacement provisions.

f. In the event that an Owner fails to pay any assessment or portion thereof when due, the Association may terminate such delinquent Owner's right to (i) receive a utility service for which the Owner pays a common expense, or (ii) to access and use any recreation facilities which are part of the Common areas. Prior to terminating such services, use and/or access the delinquent Owner shall be given notice and the right to an informal hearing as specified by the Act.

6.3. **Association Rules.** The Board from time to time and subject to the provisions of this Declaration and the Act, may adopt, amend, repeal and enforce Rules and Regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) the



use of Living Units for rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of Owners and their Guests. The Board may also adopt additional Architectural Guidelines, in addition to those adopted by the Declarant, for the construction of Living Units; provided, however, that until the later of the expiration of (a) the Declarant Control Period, or (b) the expiration of twenty (20) years from the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, or all Units to be located upon the Property and the Additional Property have been sold to third parties, Declarant shall have the unilateral right to amend or modify the Design Guidelines or to reject any additional Architectural Guidelines proposed by the Board. Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 7.17.

6.4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

6.5. Insurance. The Association shall secure and at all times maintain the following insurance coverage:

(a) Policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Areas. The name of the insured under each such policy shall be in form and substance similar to: "The Remund Farms Homeowner's Association for the use and benefit of the individual Homestead Owners and Mortgagees, as their interests may appear".

(b) 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 and Homesteads which may arise among themselves, to the public, and to any Guests of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$1,000,000 for any one person injured; \$3,000,000 for all persons injured in any one accident; and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times 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.

(2) All policies shall be written by a company holding a rating of "A" or better from Best's Insurance Reports.

(3) The Association shall have the authority to adjust losses.

(4) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(5) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owner, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended or invalidated due to the 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; without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by Owners.

(6) All policies of insurance obtained pursuant to this Section 6.5 shall comply with the requirements of the Act.

6.6. Quorum Requirements. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

## VII. USE RESTRICTIONS

7.1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Homesteads and Living Units. Subject to the requirements of the Act, the Association may adopt Rules and Regulations governing the use of the Common Areas.

7.2. Use of Homesteads and Living Units. All Homesteads are intended to be improved with Living Units and are restricted to residential, recreational and related purposes. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Homestead or in any Living Unit which invites or requires customer traffic unless approved by the Association and the City and is consistent with applicable Governing Laws; provided, however, that leasing of a Living Unit shall be permitted in accordance with the requirements of Section 7.3 herein below. Each Living Unit shall be used only for residential and recreational purposes and no portion of the same may be subdivided or used for a time-share, boarding house, accessory apartment or separate dwelling. No Homestead or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas.

7.3. Lease Provision. Any Owner may lease his Homestead and such buildings as are situated thereon; provided, however, that any lease agreement between a Homestead Owner and a Lessee must be in writing, and must provide, inter alia, that:

- (a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association and the By-Laws;
- (b) Any failure by the Lessee to comply with the terms of such documents identified in (a) above shall constitute a default under the lease; and
- (c) Each lease shall be for a period of not less than six (6) months.

7.4. Building Location, Features and Materials. The location of all buildings, and each building's design, features and materials must be consistent and in accordance with the Design Guidelines. Reference must be made to the Design Guidelines for additional requirements and conditions for the design and construction of Living Units, including but not limited to roofs, windows, doors, exterior railings, exterior colors and the landscaping and use of Homesteads.

- (a) Building Location. Each Living Unit and accessory building shall be located such that:
  - (i) The Living Unit shall be located solely within the outer boundaries of the Building Location (as specified by the City) and as consented to by the Architectural Control Committee in accordance with the provisions of Article VIII.
  - (ii) For the purposes of this covenant and the provisions of subsection (i) above, steps and open porches shall be considered as a part of a building, but eaves may extend beyond the applicable set back areas if permitted by the Governing Laws.
  - (iii) Accessory buildings and landscape structures shall be located in areas approved by the Architectural Control Committee in accordance with the provisions of Article VIII.

(b) Garages and Parking. Each Living Unit shall incorporate a fully enclosed garage and be equipped with an automatic garage door opener. Carports are not acceptable substitutes for garages. Each Homestead shall in addition be designed and constructed with two (2) unenclosed Guest parking spaces.

(c) Exterior Building Wall Materials. Building materials for exterior buildings must be of those permitted as specified in the Design Guidelines. All building materials, colors and architectural forms and styles must be approved by the Architectural Control Committee prior to submittal of plans to the City for approval.

(d) Porches and Decks. The Design Guidelines contain certain requirements regarding overhangs, porches and decks, all of which are required and must be approved by the Architectural Control Committee prior to submittal of plans to the City.

(e) Roof, Soffit and Facia. Roof, soffit and facia designs, materials and colors must be consistent with the requirements of the Design Guidelines. Roof materials shall be restricted to wood shingles, steel standing seam roofing, or shakes, slate, unglazed tile, concrete tile, thirty year or architectural grade asphalt, fiberglass or other materials approved by the Architectural Control Committee. In all instances roof materials shall be Class A fire treated and non-reflective. Facia and soffit design, materials and colors, along with deep overhangs shall be consistent with the Design Guidelines.

(f) Accessory Structures. Each Living Unit must incorporate open and/or enclosed patios as part of the Living Unit and in accordance with the Architectural Guidelines of the Development. Patio structures, play structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house, the Architectural Guidelines of the Development and subject to the approval of the Architectural Control Committee.

(g) Chimneys. Exposed metal flues are not acceptable and all chimneys shall be covered with a hood to hide the flue system.

(h) Mailboxes. Common mailboxes will be installed by the Declarant at one or more locations as designated by the Declarant and thereafter the same shall be maintained by the Association if not maintained by the United States Postal Service.

(i) Fences and Walls. Subject to the Design Guidelines and the exceptions set forth below, fencing may be installed by the Declarant on the boundaries of or within Common Areas. Chain link, wood and vinyl fencing or any combination of the same shall not be permitted. Pet enclosures shall be wrought iron and approved by the Architectural Control Committee.

All retaining walls shall be constructed of approved materials, in an approved manner and to blend with existing topography, all in accordance with the Design Guidelines, and approved by the Architectural Control Committee.

(j) Paving. Driveways and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, colored concrete, asphalt, quarry tile, brick, or paving blocks. Driveway aprons to garages must be constructed of the materials set forth above.

(k) Roof Top Equipment. Roof top equipment, including but not limited to solar panels, are to be integrated into roof design as integral parts of roof and wall designs. Panels and frames must be copper or metals compatible with roof colors and all equipment must be painted to match roof color.

(l) Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dishes and/or other communication devices shall be allowed on roofs provided they are screened from view and their location is approved by the Architectural Control Committee, further provided, that dishes and other communication devices may not be restricted in violation of applicable Governing Laws.

(m) Skylights. Skylights are to be designed as an integral part of the roof and are subject to review and approval by the Architectural Control Committee. Skylight glazing may not be reflective. Skylight framing shall be colored to match adjacent roofing materials.

(n) Pools, Spas, Fountains, Game courts. Pools, spas, fountains, play areas and equipment, hot tubs and game courts shall be approved by the Architectural Control Committee. No game court shall be located in front yards. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited.

(o) Sheet Metal, Flashing and Vents. All sheet metal, flashing, vents and pipes must be colored to match the material to which they are attached or from which they project.

(p) Mechanical Equipment. All air conditioning and heating equipment must be screened from view.

(q) Exterior Lighting. All exterior lighting shall be installed and maintained in accordance with the Governing Laws, shall be indirect and "dark sky" compliant and must be operated by a photoelectric cell to provide automatic night-time road lighting.

(r) Landscape Site Preparation Guidelines. All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the applicable Homestead.

(s) City and Other Approval. Approval of any improvements by the Architectural Control Committee does not waive the requirement for any other required public agency review or permit approval process. By approving plans, the Architectural Control Committee takes no responsibility for plan conformity to any Governing Laws (including City requirements) other than the requirements of this Declaration and any Architectural Guidelines.

(t) Fabric and Metal Awnings. Fabric and Metal awnings, as approved by the Architectural Control Committee, shall be permitted on a Homestead.

(u) Height of Living Unit. Each Living Unit shall not exceed a height of thirty five (35) feet or such lesser height if restricted by the Governing Laws. Such height shall be measured as specified in the Design Guidelines and the Governing Laws (i.e., the City).

(v) Mass and Form of Living Unit. The mass and form of each Living Unit must be consistent with the requirements of the Design Guidelines, including, but not limited to a requirement that no portion of a building may exceed a length of sixty (60) feet without a change in direction, roof alignment, wall offset or elevation change.

#### 7.5. Landscaping and Common Area Improvements.

(a) Declarant or its successors shall be responsible for the installation of all landscaping and related features.

(b) Declarant specifically reserves the right to construct and develop on that portion of the Property designated on the Plat as Common Areas, a swimming pool, play equipment, barn, fruit stand, play areas, clubhouse, landscaping, gazebos, courts, streams, lakes, front entry, Trails, and other related improvements. Upon completion of such improvements, Declarant shall transfer and convey such real property and improvements to the Association. Nothing herein shall be construed as requiring Declarant to make any of the improvements set forth in this Section 7.5(c).

7.6. Recreational Vehicles. No boats, trailers, large trucks, recreational vehicles, and commercial vehicles belonging to Owners or guests shall be parked within the Development, except temporary parking not to exceed ninety-six (96) hours. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Homestead, private street or other Common Areas, except that these restrictions shall not apply to emergency repairs to vehicles. None of the restricted vehicles identified in this Section may be stored within the Subdivision and except for temporary parking as provided above, recreational vehicles must be located offsite.

7.7. Animals. No animals other than household pets (not exceeding two in number of dogs and/or cats, each weighing not more than thirty (30) pounds) shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Areas. Whenever a pet is allowed to leave a Lot, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. Each Owner shall be required to immediately collect and properly dispose of the fecal matter of such Owner's pet deposited within Common Areas, and periodically on Lots so as to preclude the creation of undesirable odors and/or a nuisance. The exterior structure for the care, housing or confinement of any such pets shall be maintained by Owner and approved by the Design Review Committee. Any Owner or other resident within the Development who violates any part of this Section shall be subject to such penalties or fines as the Board by resolution or regulation may provide including the establishment of a minimum fine.

7.8. Common Areas. The Common Areas of the Development shall be improved and used only for the following purposes:

- a. Pedestrian and bicycle access to and from and movement within the Development; provided, nothing herein shall preclude the use of Trails or the Conservation Preserve by members of the public.
- b. Recreational use by Owners and occupants of Living Units and their Guests.
- c. Beautification of the Development.
- d. Privacy for the Owners and occupants of Living Units and their Guests.
- e. Enhancement of outdoor activities, including walking, bicycling, riding and the keeping of animals, and other recreational activities.
- f. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Architectural Control Committee.

Nothing herein shall be construed as permitting a violation of the restrictions of use which have been imposed upon the Conservation Preserve and the Association shall have no such power to change such uses or restrictions.

7.9. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better).

7.10. Machinery and Equipment. No machinery and/or equipment, except that consistent with maintaining a residence, shall be placed, used, operated, stored or maintained in or adjacent to any Homestead, provided, however, nothing herein shall preclude the Developer and its contractors from using machinery and equipment in the development of the Project and the construction of Living Units.

7.11. Maintenance and Repair. No Living Unit, building, or structure (including interiors thereof), shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building, or structure at all times shall be kept in good condition and as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

7.12. Nuisances. No rubbish or debris of any kind, including but not limited to hot tubs, vehicles and other items which are no longer operational, shall be placed or permitted by an Owner upon or adjacent to any Homesteads, so as to render such Homestead or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Homestead shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Homesteads. No substance, thing, or material shall be kept upon a Homestead or within a Living Unit which will emit foul or obnoxious order. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Homesteads

or in Living Units. Noises typically associated with ball courts, spas, recreational centers, children play and periodic dogs barking are not prohibited. Any item and/or animal which may be considered by the Association as a nuisance in violation of the foregoing provisions may be removed from the community by the Association.

7.13. Right of Entry. During reasonable hours, any member of the Architectural Control Committee or any member of the Board, or any officer or authorized representative of any of them, shall have the right to enter upon and inspect any Homestead, and the improvements thereof, to ascertain whether or not the provisions of this Declaration and the Rules and Regulations of the Board or of the Association have been or are being complied with.

7.14. Governing Documents and Laws. Each portion of the Development shall be used subject to and in compliance with all Governing Documents and Governing Laws. The Governing Documents each impose certain obligations on the Development. To the extent that those Governing Documents impose specific obligations on certain portions of the Development, the Owners associated with those portions of the Development shall take all actions and pay all costs reasonably necessary to carry out those obligations as they apply to their specific areas.

7.15. Signs. No signs whatsoever shall be erected or maintained on any Homestead, except:

- a. Such signs as may be required by legal proceedings.
- b. Construction identification signs, placed and maintained only during construction of a Living Unit, not exceeding four feet wide and four feet high, for each Living Unit.
- c. A "For Sale" or "For Rent" sign.
- d. Political signs.

Any sign which shall be permitted shall not exceed an area of sixteen (16) square feet. Nothing herein shall preclude an Owner or its tenant from displaying the flag of the United States of America or the State of Utah or other flags on the Homestead or within the Living Unit of such Owner. The Association shall have the right to restrict the display of signs or flags upon the Common Areas, subject to the exceptions contained in Section 7.18 below.

7.16. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by or made available by Wasatch County or the Association. Insofar as possible, such containers shall be maintained as not to be visible from neighboring Homesteads except to make them available for collection and then only for the shortest time necessary to effect such collection.

7.17. Toxic Materials. No Owner shall store, use, manufacture, process, distribute, treat, transport, handle, emit, dispose of, discharge or release any Toxic Materials at or from the Development or any portion thereof in violation of any Environmental Laws.

7.18. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- a. Declarant, so long as it has any interest in any of the Property;
- b. Any Owner; or
- c. The Association.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees. In addition to the foregoing, the Association is granted the specific authority to assess a Reimbursement Assessment in accordance with the provisions of Section 5.5 for a violation of the Use Restrictions contained in this Article VII or any other provision of the Declaration.

7.19. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, during the Declarant Control Period or for the twenty (20) years following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah, whichever occurs later, Declarant

shall have the right to use any Homestead or Living Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Homesteads owned by the Declarant.

### VIII. ARCHITECTURAL CONTROL

8.1. Architectural Control Committee. Until such time as the Declarant Control Period expires, the Declarant shall appoint, and thereafter the Board of the Association shall appoint, a three (3) member Committee, to be known as the Architectural Control Committee, the function of which shall be to insure that all improvements and landscaping within the property harmonize with the Design Guidelines and the existing surroundings and structures. The Committee need not be composed of Owners. If such a Committee is not appointed the Board itself shall perform the duties required of the Committee.

8.2. Submission to Committee. No Living Unit, accessory building or structure or addition to a Living Unit and no landscape installations, play equipment, additions and/or changes shall be constructed or maintained, and no alteration, repainting (excluding repainting of the same color as originally painted), or refurbishing of the exterior of any Living Unit, nor of any court enclosure, except as herein otherwise mentioned, shall be performed, unless complete plans and specifications therefor have first been submitted to and approved by the Committee. All such plans and specifications shall be consistent with Design Guidelines which shall be from time to time adopted by the Declarant and/or Board. All such plans and specifications shall be submitted to the Architectural Control Committee in accordance with its time frames, conditions and procedures set forth in Article 4 of the Design Guidelines.

8.3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations on Homesteads within the Property conform to the Design Guidelines and harmonize with existing surroundings and structures and that such proposed improvements enhance the value and aesthetics of the Project.

8.4. Approval Procedure. Any plans and specifications submitted to the Committee shall be submitted, after a pre-application conference with a member of the Committee, on a form provided by the Committee and in duplicate. A preliminary review of design drawings will be required with a final review to be made of working drawings. Upon completion of each review, one set of plans will be retained by the Association and the remaining set of plans will be returned to the property owner.

A deposit in the amount of \$200.00 shall be made to the Association with each submittal of plans and specifications for review. Any amount not expended or incurred by the Association for such review and approval of plans and specifications shall be remitted to the applicant upon approval or withdrawal of the application.

All plans and specifications shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period it shall be deemed to have approved the material submitted.

8.5. [Intentionally blank.]

8.6. Address for Submittal. Plans and specifications for the construction and installation of any and all improvements within REMUND FARMS shall be submitted and approved by the Architectural Control Committee (prior to submittal to any required governmental agency) at the following address:

REMUND FARMS COMMUNITY  
5200 South Highland Drive, Suite 102  
Salt Lake City, Utah 84117

8.7. Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion:

(i) The exterior construction of all structures on any Homestead shall be completed within a period of one (1) year following commencement of construction; provided however the Association may grant an extension to complete such construction, not to exceed two (2) six (6) month extension, upon a showing of reasonable need submitted to the Association in advance of the required construction completion date.

(ii) The yard of each Homestead shall be landscaped within a period of one (1) year following completion or occupancy of the Living Unit.

If reasonably necessary to enable such improvement, construction, landscaping or alteration, the person or persons carrying out the same shall be entitled to temporary use and occupancy of unimproved portions of the Common Areas, if any, in the vicinity of the activity.

(b) Owners shall comply with all construction and builder regulations contained within the Design Guideline, including but not limited to the clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the development. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials of the construction site. Owners are prohibited from dumping, burying or burning trash anywhere on a Homestead. During the construction period, each construction site shall be kept neat and shall be promptly removed from public or private roads, open spaces and driveways.

Each property owner shall be responsible for providing adequate sanitary facilities for his construction personnel. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the Architectural Control Committee.

Construction crews shall not park on, or otherwise use other Homesteads or any open space. All construction vehicles and machinery shall be parked only in areas designated by the Architectural Control Committee.

8.8. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article VIII.

8.9. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Homestead or on any part of the Common Areas and which occurs at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Wasatch County, Utah.

8.10. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before expiration of the Declarant Control Period there shall be substantially completed and usable all Common Areas of the Subdivision, all approximately in the locations shown on the Plat.

#### IX. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything to the contrary contained herein, the following provisions shall apply:

9.1. Notice of Default. In the event an Owner neglects for a period of thirty (30) days or more to cure any failure on his part to perform his obligations under this Declaration, the Association shall, if it elects, give written notice of such fact to the holder of any First Mortgage covering such Owner's Homestead.

9.2. Abandonment, Termination, Etc.. Unless two-thirds (2/3) of the holders of First Mortgages on the Homesteads have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise:

(a) To abandon or terminate the Project or to abandon or terminate the arrangement which was established by the Declarant and the Plat of the Project;



(b) To partition or subdivide any Homestead or the Common Areas;

(c) To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas, except for the creating of easements and similar purposes consistent with the intended use of the Common Areas and except for the transfer the Trails and/or the Conservation Preserve to a public agency or authority, which grant and/or transfer shall not require the consent of the first Mortgagees; or

(d) To use hazard insurance proceeds resulting from damage to any part of the development for any purposes other than the repair, replacement, or reconstruction of such improvements.

9.3. Notice of Substantial Damage or Destruction. The Association shall notify all holders of any First Mortgage on a Homestead in writing in the event that there occurs any substantial damage to or destruction of any Living Unit or any part of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of \$15,000. Said notice shall be given within ten (10) days after the Association learns of such damage or destruction.

9.4. Condemnation or Eminent Domain Proceedings. The Association shall give written notice to all holders of any First Mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Homestead and/or Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.

9.5. Hazard Policy to Include Standard Mortgagee Clause. Each hazard policy of the insurance shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear, or shall be otherwise endorsed to fully protect the interest of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.6. Rights Upon Foreclosure of Mortgage. The lien of the assessments provided in Section 5.1, Article V shall be subordinate to the lien of any First Mortgage or Second Mortgage upon such Homestead which is recorded prior to the time a Notice of Lien for delinquent assessments and related costs is recorded by or for the benefit of the Association; and the holder of a First Mortgage or Second Mortgage (or deed of trust) on a Homestead having priority before the Association's recorded Notice of Lien who comes into possession of the Homestead by virtue of foreclosure of such First Mortgage or Second Mortgage, or in lieu of foreclosure obtains possession by deed or assignment, or any purchaser at a foreclosure sale, will take the Homestead free of any claims for unpaid assessments and charges against the Homestead which accrue prior to the time such holder comes into possession of the Homestead, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Homesteads including the mortgage Homestead.

9.7. Mortgagees' Rights Concerning Amendments. No material amendment to this Declaration, the By-Laws or the Articles of Incorporation of the Association which may have a negative impact to First Mortgagees shall be accomplished or effective unless at least two-thirds (2/3) of the First Mortgagees (based on one vote for each Mortgagee per Homestead) of the individual Homesteads have given their prior written approval to such amendment.

9.8. Mortgagees' Rights to Inspect Association Records. First Mortgagees shall have the right upon reasonable notice and during business hours to inspect and copy at their own expense all books and financial records of the Association.

9.9. Notice to and Requests of First Mortgagee. Notices to First Mortgagees of any proposed amendment to this Declaration or of any action that requires the consent or approval of First Mortgagees shall be in writing and sent to each First Mortgagee by certified or registered mail to the First Mortgagee's address listed for receiving notices in the recorded Mortgage. In the event the person designated in the notice for receiving the response has not received a response either consenting to or refusing to accept the amendment or action, the First Mortgagee's consent is presumed; provided, however, if a First Mortgagee responds within sixty (60) days of the date of the notice and indicates that the First Mortgage has been assigned or conveyed to another person without recording any document evidencing such assignment or conveyance, the

Association may not presume the First Mortgagee's consent and the Association shall send a notice as required above to the person assigned or conveyed the First Mortgage.

#### X. MISCELLANEOUS

10.1 Governing Documents. The Parties shall take all actions and pay all costs necessary to perform all of their respective obligations under the Governing Documents except to the extent modified under this Declaration. None of the Governing Documents shall be amended without the approval of the Declarant during the Declarant Control Period and thereafter the Board. Declarant shall not pass Declarant's obligations under the Governing Documents on to the Association, the Owners or any other person or entity without the prior written consent of the Board; provided, however nothing herein shall eliminate the Association or the Owners from their obligation to pay for services and utilities which may be provided under such Governing Documents.

10.2. Notices. Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been reasonably and properly furnished if (a) posted on the Association's website, (b) emailed to the person who appears as a Member or Owner, at the latest email address of as provided by such person and appearing in the records of the Association at the time of emailing, or (c) mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest address for such person appearing in the records of the Association at the time of mailing. Notice may also be given according to the provisions of the Utah Revised Nonprofit Corporation Act.

10.3. Amendment. Subject to the provisions of Section 9.7 of Article IX of this Declaration, any amendment hereto shall require (i) the affirmative vote of at least two-thirds (2/3) of all Class A membership votes, which Members present in person or represent by proxy are entitled to cast at a meeting duly called for such purpose; and (ii) during the Declarant Control Period the written consent of the Declarant. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast fifty percent (50%) or more of all votes of the Class A Membership shall constitute a quorum. If the quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirement set forth in the foregoing portion of this Section 10.3), at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association, and by the Declarant if the Declarant Control Period has not expired, and shall also be approved by the \*[Wasatch County Attorney]. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for amendment has occurred.

10.4. Consent in Lieu of Voting. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in connection with the Class of membership considered. The following additional provisions shall govern any application of this Section 10.4:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 10.4 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Homestead which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would otherwise result in an increase in the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Members whose memberships are appurtenant to the same Homestead are secured, the consent of none of such Members shall be effective.

10.5. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

10.6. Dissolution. Subject to the restrictions set forth in Article VIII of this Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds (2/3) of the votes of the Class A members and during the Declarant Control Period, the written consent of the Declarant. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the By-laws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a non profit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in Article V of this Declaration.

10.7. Declarant's Covenant to Construct Common Areas. Declarant hereby covenants to construct and complete all Common Areas improvements and amenities indicated on the Plat within the Declarant Control Period.

10.8. Enforcement by City. If the Association fails to maintain the Common Areas in good order and condition, the City shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Homesteads and collect the costs thereof against the Owners as the Association has under this Declaration.

10.9. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.10. Property Part of Development. The Property, together with any additions from the Additional Land, shall comprise the Remund Farms PUD Subdivision.

10.11. Covenants to Run With Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, and all parties who hereafter acquire any interest in a Homestead or in the Common areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Homestead or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

10.12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the Recorder of the County.

EXECUTED the day and year first above written.

RKW 2015-20, LLC, a Utah limited liability company

By: *Russell K. Watts*  
Russell K. Watts, Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On the 13 day of September, 2018, personally appeared before me Russell K. Watts, who being by me duly sworn did say that he is the Manager of RKW 2015-20, LLC, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its members and/or the terms of its operating agreement and the said Russell K. Watts duly acknowledged to me that said limited liability company executed the same.

*Jamara L. Petersen*  
NOTARY PUBLIC

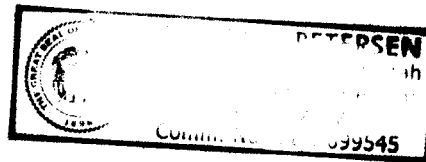
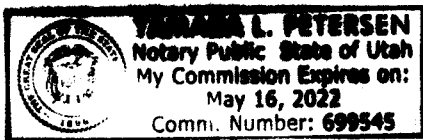


EXHIBIT A  
LEGAL DESCRIPTION

1. Parcel 1:

Said property also known as Phase 1, Plat A, Remund Farms

CONTAINING: 15.9 ACRES

2. Parcel 2:

Said property also known as Phase 2, Plat B, Remund Farms

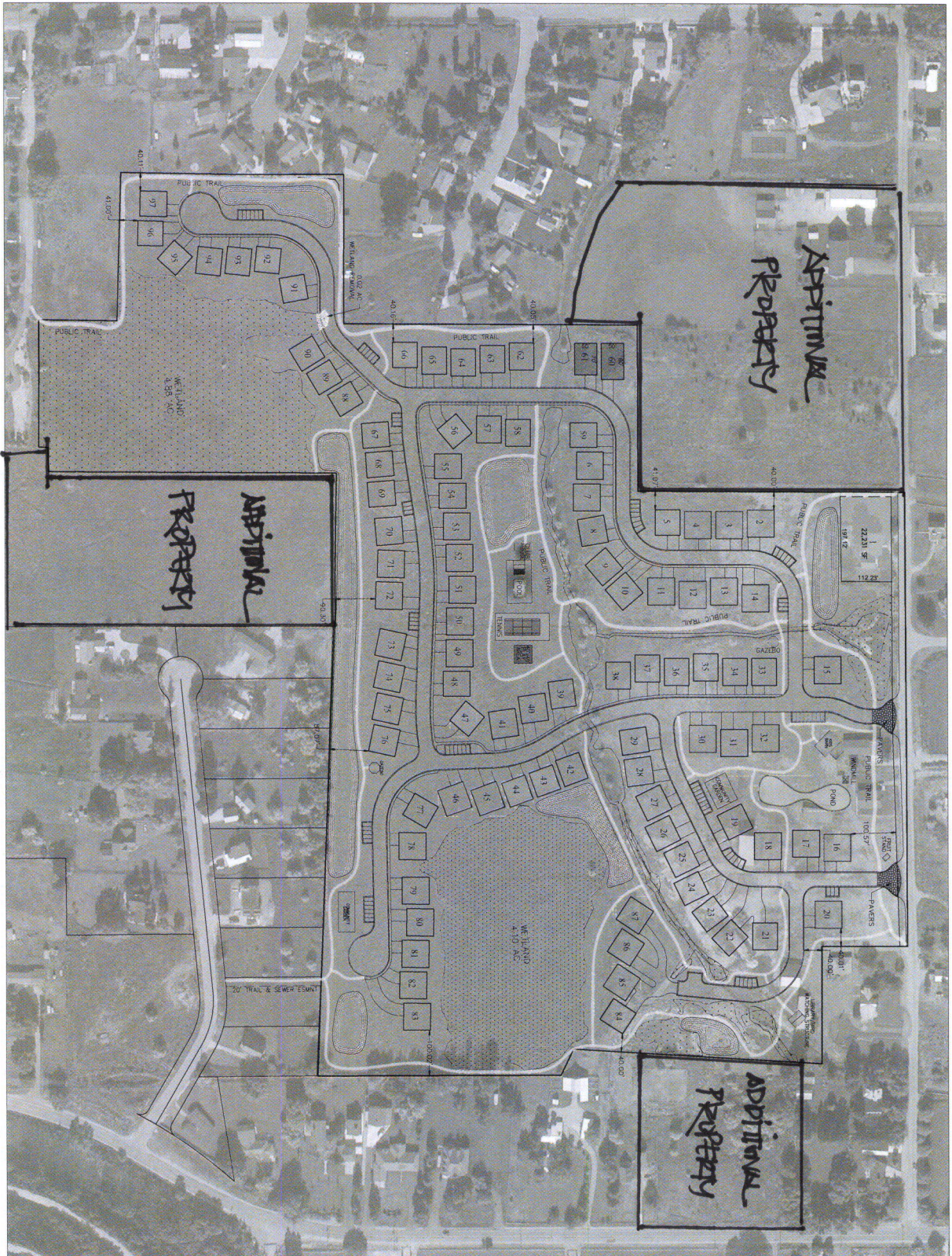
CONTAINING: T.B.D. ACRES

EXHIBIT B  
ADDITIONAL LAND

Any real property adjacent to the Property defined in Section 1.2 of the Declaration.

EXHIBIT C

BYLAWS



**LAND USE SUMMARY**

PL-1-15	50.87 AC
WETLANDS	50.31 AC
WETLANDS	1.34 AC (REMOVAL EX. HOME)
SUBDIVISION LOTS	97 TOTAL UNITS
DENSITY	1.91 PER ACRE
OPEN SPACE	28.32 AC (26.57% OF ENTIRE)
OPEN SPACE	1.53 AC (1.48% OF ENTIRE)
OPEN SPACE	5.81 AC (5.65% OF ENTIRE)
(5% REQUIRED)	

**PLD UNIT FRONT SETBACK NOTE:**  
 16.18% OF THE CITY CODED MAX W/DC THIS DEVELOPMENT. THE CITY CODED MINIMUM SETBACK IS USED AND SHOWN TO OBTAIN THE SAME (W/DC 30 BACK STREET).

**PLD UNIT FRONT SETBACK NOTE:**  
 16.18% OF THE CITY CODED MAX W/DC THIS DEVELOPMENT. THE CITY CODED MINIMUM SETBACK IS USED AND SHOWN TO OBTAIN THE SAME (W/DC 30 BACK STREET).

**RPD DENSITY CALCULATIONS**

TOTAL PLD AREA	50.36 ACRES
WETLAND AND 2% BUFFER	2.59 ACRES
NET PLD AREA	47.77 ACRES
DENSITY FOR WETLANDS	1.00 UNITS/ACRE
AND 2% BUFFER	1.00 UNITS/ACRE
2,500.00 ÷ (47.77) = 52.33	
2,500.00 ÷ (47.77) + 1.34(0.10) = 53.74	

**ALLOWED PLD UNITS FOR THE PROPERTY:** 83 UNITS  
**TOTAL PLD UNITS ALLOWED FOR PROJECT:** 83 UNITS

**USE OPEN SPACE, STREET TRANSFER, APPROVAL FROM WATSON CITY COUNCIL. MAXIMUM OF 97 UNITS ALLOWED FOR THE DEVELOPMENT.**

**UNIT PLD SIZES**

K-2	48	66	81
67-69'	95-96'	97-98'	CUSTOM

**MINIMUM CITY CODE SETBACKS NOTE:**  
 THIS PLAN IS BASED ON THE FOLLOWING EXCEPTIONS ALLOWED IN CITY CODES: 31M 50' W/DC CITY COUNCIL APPROVAL.  
 -WETLAND BUFFER LESS THAN 25' W/DC CITY CODED SETBACKS.

**THE DEVELOPER IS REQUIRED TO PROVIDE EROSION CONTROL MEASURES AND STABILIZATION OF SOILS TO PREVENT EROSION AND SEDIMENTATION.**

DATE: 10/29/2015  
 DRAWN BY: MVB  
 CHECKED BY: MVB

Scale 1" = 100'  
 SCALE 1"=200' FOR 11X17' PLANS

**WAT'S INTERIORS**  
**REMODEL FARMS**  
**MASTER PLAN**

**BERG ENGINEERING**  
 Residential Group, P.C.  
 3000 N. W. 12th St.  
 Ft. Lauderdale, FL 33311  
 PH: (954) 533-9999

DESIGNED BY: MVB	DATE: 10/29/2015	SHEET: 3	DRAWN BY: MVB
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## LEGAL DESCRIPTION

Beginning at a point which is South 102.15 feet and East 964.05 feet from the found 1976 Wasatch County Surveyors Monument for the Northwest corner of Section 34, Township 3 South, Range 4 East, Salt Lake Base and Meridian to a point on the property line. Thence North 89°36'38" East 197.12 feet; thence North 00°36'20" East 142.23 feet; thence North 89°48'47" East 805.44 feet; thence South 231.05 feet; thence West 107.34 feet; thence South 30.00 feet; thence East 108.82 feet; thence along the arc of a 93.00 foot radius curve to the right 47.08 feet (central angle of 29°00'07" and a chord bearing South 75°29'57" East 46.57 feet); thence South 01°08'46" West 124.72 feet; thence South 39°54'43" West 103.83 feet; thence North 61°50'15" West 330.32 feet; thence South 72°07'29" West 223.58 feet; thence South 82°52'37" West 250.71 feet; thence South 77°21'24" West 270.72 feet; thence North 78°05'41" West 137.97 feet; thence North 90°00'00" West 198.53 feet; thence North 162.39 feet; thence North 89°48'03" East 174.75 feet; thence North 89°48'03" West 192.43 feet; thence North 00°13'03" East 451.08 feet to the point of beginning.

Tax id no(s). 06-4753, 06-4571, 15-6575, 06-4663, and 15-3689

**ARTICLES OF INCORPORATION**  
**OF**  
**REMUND FARMS HOMEOWNERS' ASSOCIATION**  
**A UTAH NON-PROFIT CORPORATION**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, natural persons of the age of twenty-one years or more, hereby associate ourselves for the purpose of forming a corporation under the Utah Revised Nonprofit Corporation Act (the "Act") and do hereby adopt the following Articles of Incorporation for such Corporation:

**ARTICLE I**

**NAME AND DURATION**

The name of the Corporation is **REMUND FARMS HOMEOWNERS' ASSOCIATION** and the duration of the corporation shall be perpetual.

**ARTICLE III**

**PURPOSES**

The Corporation is organized exclusively for non-profit purposes, and the specific purposes for which this non-profit corporation is organized are to provide for maintenance, preservation and architectural control of the Living Units, Lots, and Common Areas within that real property located in Wasatch County, State of Utah, more particularly described on Schedule "A" attached hereto and incorporated herein by reference, and to promote the health, safety and welfare of the residents within the above described real property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For this purpose the Association is authorized to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Remund Farms (hereinafter called the "Declaration") dated \_\_\_\_\_, 2018, and recorded \_\_\_\_\_, 2018, as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_, beginning at page \_\_\_\_\_ of the Official Records of the Wasatch County Recorder, wherein RKW 2015-20, LLC, a Utah limited liability company, is designated as "Declarant", applicable to the property, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the remaining "Governing Documents" as defined in the Declaration;

(c) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Governing Documents; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) borrow money;

(f) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that the Association may grant such easements as shall be necessary for the development of the Property without the consent of the members. Except with respect to easements, no such dedication, sale or transfer shall be effective unless the same has been approved by three-fourths (3/4) of each class of members having voting rights, agreeing to such dedication, sale or transfer;

(g) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas (in addition to the right of the Declarant as provided in the Declaration for Additional Land), provided that any such merger, consolidation or annexation shall have the assent of those holding three-fourths (3/4) of each class of members having voting rights;

(h) have and to exercise any and all powers, rights and privileges which a corporation organized under the Revised Nonprofit Corporation Act of the State of Utah may now or hereafter have or exercise.

#### ARTICLE IV

#### MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have two (2) classes of voting membership, Class A and Class B.

Class A: Class A Members shall be all Owners other than the Declarant until the Declarant Control Period, defined in the Declaration, ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

Class B: The Class B Member shall be the Declarant. Prior to expiration of the Declarant Control Period, the Declarant, or its successor or assign of Declarant's rights, shall have the authority and power to appoint and nominate all members of the Board or to exercise all power and authority assigned to the Association under the Governing Documents. The Class B Membership shall automatically cease and be converted to a Class A membership when the Declarant Control Period ceases. The Declarant Control Period ceases on the first to occur of the following events:

- (a) Sixty (60) days after seventy-five percent (75%) of the Lots that may be created are conveyed to owners other than the Declarant; or
- (b) The expiration of seven (7) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business; or
- (c) The day the Declarant, after giving written notice to the Owners, records an instrument surrendering all rights to control activities of the Association.

Vote Distribution: When fee simple title to a Living Unit, Lot, Parcel, or portion of Additional Land is held by more than one person ("Co-owners"), all such Co-owners shall be Members and may attend any meetings of the Association, but only one such Co-owner shall be entitled to exercise the vote appurtenant to such Lot. Fractional votes shall not be allowed and the Class A vote for each Lot shall be exercised, if at all, as a unit. Co-owners of each Lot may from time to time designate in writing one of their number to vote. In the event a voting Co-owner is not designated, or if such designation has been revoked, the vote for a co-owned Lot shall be exercised as the majority of the Co-owners of the Lot mutually agree. Unless the Board receives a written objection from a Co-owner, it shall be presumed that the voting Co-owner is acting with the consent of his or her Co-owners. No vote shall be cast for any Lot where the majority of the Co-owners present in person or by proxy and representing such Lot cannot agree to said vote or other action. The number of votes appurtenant to each Unit shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to the Declaration.

ARTICLE VI

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Corporation is **5200 South Highland Drive, Salt Lake City, Utah 84117**, and the name of the registered agent at such address is **Russell K. Watts**.

ARTICLE VII

CORPORATION POWERS

The Corporation shall have such powers and authority as are provided by Statute, Section 16-6a-302 and 303, Utah Code Annotated (2013 Replacement, as amended). Specifically, the Corporation shall have power and authority to sue or be sued and defend in the Corporate name; maintain a corporate seal; receive gifts, devisees, bequests of personal and real property, to purchase or lease personal or real property and to otherwise acquire, hold, improve, use, and possess the same; to convey, mortgage, pledge, lease, exchange, transfer, bargain, or otherwise dispose of any or all of its property and assets; to conduct its normal and ordinary affairs, transact business, and carry on operations with such offices as are necessary within the State of Utah or the Continental United States; to elect a Board of Directors, and to appoint officers and agents of the Corporation and to define, by bylaw and otherwise, the duties and compensation of said officers and agents; to make and alter bylaws and resolutions, not otherwise inconsistent with the Articles of Incorporation, the Declaration or the laws of the State of Utah for the administration of the affairs of the Corporation; to indemnify any Director, officer, or agent of the Corporation for expenses actually and necessarily incurred in furthering the activities and operations of the Corporation or in the defense of any litigation or action in which any said Director, officer, or agent is made a party; and to exercise all other powers necessary and reasonably convenient to effect any and all of the purposes for which the Corporation is now authorized or hereafter may be authorized by the laws of the United States and the State of Utah.

ARTICLE VIII

LIMITATIONS ON DISPOSITION OF  
EARNINGS AND ASSETS

The Corporation's objectives are not for pecuniary profit and no part of the net earnings of the Corporation, if any, shall inure to the benefit of any member of the Board of Directors, officer or Member of the Corporation or any other individual, and no Director, officer or member of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution or liquidation of the Corporation. No part of the activities of the Corporation shall be to provide propaganda, or otherwise attempting to influence legislation, or participate in or intervene in any political campaign on behalf of any political party or any candidate for public office. Notwithstanding any other provision of these Articles to the contrary,

the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income taxes under Section 501(c) of the Internal Revenue Code, as amended or, (b) by a corporation contributions to which are deductible under Section 17(c) (2) of the Internal Revenue Code, as amended.

ARTICLE IX

INCORPORATORS AND BOARD OF DIRECTORS

The conduct of the affairs of the Corporation shall be governed and controlled by a Board of Directors consisting of an odd number of Directors of not less than three (3) nor more than five (5) individuals. The qualifications of individuals permitted to serve on the Board of Directors shall be established in the Bylaws of the Corporation. Said Board of Directors shall exercise such powers as are provided by these Articles of Incorporation, the laws of the State of Utah, and the Bylaws of the Corporation. The names and addresses of the persons who are to severally serve as the initial incorporators are as follows:

Russell K. Watts  
5200 South Highland Drive  
Salt Lake City, Utah 84117

The names and addresses of the persons who are to severally serve as the initial Board of Directors of the Corporation until the first meeting of the Board of Directors, or until their successors are duly elected and qualified, are as follows:

Russell K. Watts  
5200 South Highland Drive  
Salt Lake City, Utah 84117

Mike Tagliabue  
5200 South Highland Drive  
Salt Lake City, Utah 84117

Tamie Petersen  
5200 South Highland Drive  
Salt Lake City, Utah 84117

ARTICLE X

OFFICERS

The Board of Directors is authorized to elect and appoint officers and agents of the Corporation as shall be necessary and appropriate. Such officers and agents shall hold office until their successors are duly elected or appointed and qualified or until they are removed. All officers and agents of the Corporation, as between themselves and the Corporation, shall have

such authority and perform such duties in the management of the affairs of the Corporation as may be provided in these Articles of Incorporation, the Bylaws or the Declaration or as may be determined by resolution of the governing Board of Directors not inconsistent with these Articles of Incorporation, the Bylaws or the Declaration.

#### ARTICLE XI

##### BYLAWS

The Board of Directors may adopt, amend and repeal at will such Bylaws as are not inconsistent with law, these Articles of Incorporation, the Declaration and the Utah Revised Nonprofit Corporation Act. The Members are not authorized to revise or amend the Bylaws except as required by the Act, and in such event, any such amendment shall require the consent of Members holding two-thirds (2/3) of the Class A votes.

#### ARTICLE XII

##### DISSOLUTION

The Association may be dissolved only upon the termination of the Declaration in accordance with terms thereof and with the assent given in writing and signed by Members holding not less than three-fourths (3/4) of each class of Members entitled to vote. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XIII

##### LIABILITY

The Board of Directors, members of the Board, officers, employees and Members of this Corporation shall not be liable, either jointly or severally, for any obligation, indebtedness or charge against the Corporation.

#### ARTICLE XIV

##### INDEMNITY OF OFFICERS AND BOARD OF DIRECTORS

The Corporation shall indemnify any and all of its officers or members of the Board of Directors, or former officers or members of the Board of Directors, or any person who may have served at its request as a member of the Board of Directors against expenses actually and

necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they or any of them are made parties, or a party, by reason of being or having been members of the Board of Directors or officers of the Corporation, except in relation to matters as to which any member of the Board of Directors or officer or former officer or member of the Board of Directors or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any or all other rights to which those indemnified may be entitled, under any Bylaws, agreement, vote of subscribers or otherwise.

ARTICLE XV

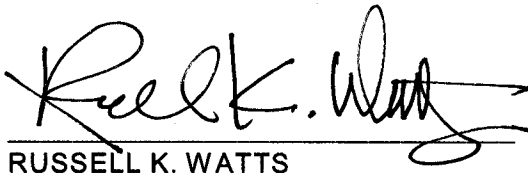
AMENDMENT

Any amendment to these Articles of Incorporation may be made by the Board of Directors, as authorized by the Act, and in all other instances shall require the assent of Members holding fifty-one percent (51%) of each class of Members entitled to vote; provided, however, that annexation of Additional Property as defined in the Declaration may be made upon satisfaction of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned Incorporators have set their hands this 11 day of August, 2018.

  
\_\_\_\_\_  
RUSSELL K. WATTS

The undersigned hereby agrees to act as the Registered Agent for the above Corporation.

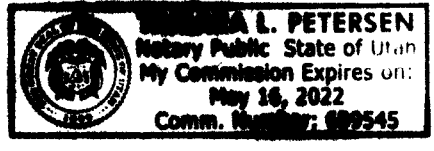
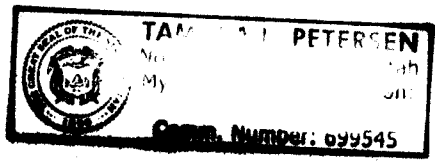
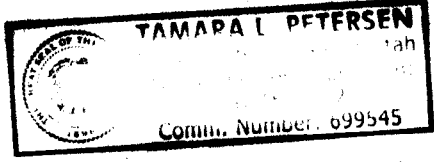
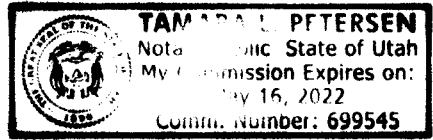
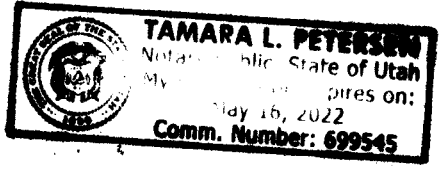
  
\_\_\_\_\_  
RUSSELL K. WATTS



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

I hereby certify that on the 11 day of August, 2018, personally appeared before me RUSSELL K. WATTS, who being by me first duly sworn, declared that he is the person who signed the foregoing instrument as an incorporator and Registered Agent, and that the statements contained therein are true.

*Tamara L Petersen*  
NOTARY PUBLIC



**SCHEDULE "A"**

(Legal Description)

## LEGAL DESCRIPTION

Beginning at a point which is South 102.15 feet and East 964.05 feet from the found 1976 Wasatch County Surveyors Monument for the Northwest corner of Section 34, Township 3 South, Range 4 East, Salt Lake Base and Meridian to a point on the property line. Thence North 89°36'38" East 197.12 feet; thence North 00°36'20" East 142.23 feet; thence North 89°48'47" East 805.44 feet; thence South 231.05 feet; thence West 107.34 feet; thence South 30.00 feet; thence East 108.82 feet; thence along the arc of a 93.00 foot radius curve to the right 47.08 feet (central angle of 29°00'07" and a chord bearing South 75°29'57" East 46.57 feet); thence South 01°08'46" West 124.72 feet; thence South 39°54'43" West 103.83 feet; thence North 61°50'15" West 330.32 feet; thence South 72°07'29" West 223.58 feet; thence South 82°52'37" West 250.71 feet; thence South 77°21'24" West 270.72 feet; thence North 78°05'41" West 137.97 feet; thence North 90°00'00" West 198.53 feet; thence North 162.39 feet; thence North 89°48'03" East 174.75 feet; thence North 89°48'03" West 192.43 feet; thence North 00°13'03" East 451.08 feet to the point of beginning.

Tax id no(s). 06-4753, 06-4571, 15-6575, 06-4663, and 15-3689

**BYLAWS**

**OF**

**REMUND FARMS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is **REMUND FARMS HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 5200 South Highland Drive, # 101, Holladay, Utah 84117, but meetings of Members and Directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

Section 2.1 "Association" shall mean and refer to the REMUND FARMS HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2.2 "Common Areas" shall mean and refer to that part of the Property which is not included with the Lots, which is owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon, and all easements appurtenant thereto, including, but not limited to, private utility lines and personal property owned by the Association, when the context so requires.

Section 2.3 "Declarant" shall mean and refer to RKW 2015-20, LLC, a Utah limited liability company, its successors and assigns, if such successors or assigns should acquire from the Declarant all of its rights and obligations of development.

Section 2.4 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction of Remund Farms, applicable to the Property recorded in the Office of the Recorder of Wasatch County, State of Utah, and amendments thereto.

Section 2.5 "Living Unit" shall mean and refer to any one of the separately numbered and individually described plots of land or building pad described on a Plat and the home constructed thereon: (a) which is intended to be owned individually, rather than in common by Owners of different lots; and (b) which is intended to be used as the site of a single Lot.

Section 2.6 "Lot" shall mean and refer to any one of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by Owners of different lots; and (b) which is intended to be used as the site of a single Living Unit.

Section 2.7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.8 "Owner", or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Wasatch County, Utah) of a fee or an undivided interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.9 "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of Remund Farms, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### **ARTICLE III** **MEETING OF MEMBERS**

Section 3.1 Annual Meetings. Annual meetings of the members shall be held on the second Tuesday in March of each year commencing 2020, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the members may be called by or at the request of the president or by the Board of Directors, or upon written request of one-third (1/3) of the members entitled to vote delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held within the premises of the subdivision and the notice therefor shall state the date, time, place and matters to be considered.

Section 3.3 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereon, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE IV**  
**BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) individuals, the majority of whom need to be members of the Association provided, however, that until the expiration of the Declarant Control Period (defined in the Declaration), Declarant shall have the exclusive right to appoint and remove all Directors and Officers and/or to exercise all powers and authority of the Association. In addition to individual Lot Owners, spouses of Lot Owners, Mortgagees (or designees of Mortgagees), partners of partnerships owning a Lot, managers or members of limited liability companies owning a Lot, trustees of a trust owning a Lot, and directors and officers of corporations owning a Lot, shall be eligible for membership on the Committee.

Section 4.2 Term of Office. At the first annual meeting, the Members shall elect one (1) of the Directors for a term of one year; one (1) of the Directors for a term of two years; and one (1) of the Directors for a term of three years, and at each annual meeting thereafter the members shall elect the number of Directors whose terms are to expire for a term of three years.

Section 4.3 Removal. Except for Directors appointed by the Declarant, any Director may be removed from the Board, with or without cause, by a simple majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Only the Declarant may remove Directors appointed by the Declarant.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 5.1 Nomination. After expiration of the Declarant Control Period, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association or, if such members do not exist or decline appointment, the Declarant. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting

of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among members or non-members.

Section 5.2 Election. Subsequent to expiration of the Declarant Control Period, election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI** **MEETINGS OF DIRECTORS**

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Regular Meetings shall be open to all Members; provided, nothing herein shall preclude the Board of Directors from conducting portions of the Association business in private or closed session where authorized by the Act. Board Meetings conducted during the Declarant Control Period need not be open to Members except for at least one annual meeting and for other meetings that the Association intends to increase a fee or raise the amount of an assessment.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director and to each member who has requested notice of special meetings, notice of such special meetings, other than one to address an emergency, shall be given to each Board member and to each Owner who has requested notice of a special Board meeting, by email at the email address the Board Member or Owner provides the Association.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 7.1 Powers. The Board of Directors shall have power to:

- (a) adopt and publish Rules and Regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the members and their guests thereon, to establish penalties or fines for the infraction thereof, and to establish rules for notices, and for such other matters authorized by the Declaration or the Act;

(b) suspend utilities provided by contract with the Association and included in assessments, and/or the right to use of the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may be suspended only after notice and hearing as required by the Act;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Declaration, or the Act;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

(a) 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 one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates in amounts as specified in the Declaration. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;



(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained;

(h) to exercise all and such other powers reserved to the Association as provided by the Act.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.2 Election of Officers. The election of officers by the Board shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 8.4 of this Article, and neither the president nor the vice-president may hold the office of either secretary or treasurer.

Section 8.8 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, promissory notes, and amendment to the Governing Documents. The president may authorize the issuance of checks.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall authorize the issuance of all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Nothing herein shall preclude the delegation by the officers of the clerical duties specified above to a manager of the Property retained by the Association, including but not limited to the collection of monies, the disbursement of funds as authorized by the president or treasurer, and the preparation of budgets for the Association.

**ARTICLE IX**  
**COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE XI**  
**ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual, special and reimbursement assessments which are and will be secured by a continuing lien upon the Lot against which the assessment is made. Assessments are payable on the date specified and set by the Board; provided, however, the Board may also authorize that such assessments may be paid in installments. Any assessments which are not paid when due shall be delinquent. If the assessment or installment thereof is not paid within thirty (30) days after the due date of delinquency, interest shall accrue thereon at the rate of eighteen percent (18%) per annum, both before and after judgment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. All interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XII**  
**CORPORATE SEAL**

The Association may obtain a seal in circular form having within its circumference the name of the corporation, the year of incorporation, and the words "Corporate Seal".

**ARTICLE XIII**  
**AMENDMENTS**

Section 13.1 Except as otherwise precluded by the Utah Revised Nonprofit Corporation Act, these Bylaws may be amended only by the Board of Directors.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the REMUND FARMS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 11 day of AUGUST, 2018.

  
\_\_\_\_\_  
RUSSELL K. WATTS

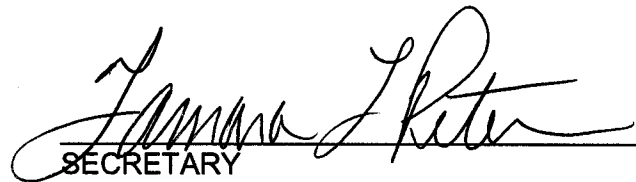
**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the REMUND FARMS HOMEOWNERS' ASSOCIATION, INC., a Utah Non-Profit Corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13 day of Sept. 2018 2018.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed the seal of said Association this 13 day of Sept, 2018.

  
SECRETARY

**LEGAL DESCRIPTION**

Beginning at a point which is North 89°48'03" East 1201.90 feet from the found Wasatch County Surveyors Monument for the Northwest corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian:

Thence North 89°48'03" East 803.50 feet; thence South 231.29 feet; thence West 107.34 feet; thence South 30.00 feet; thence East 108.82 feet; thence along the arc of a 93.00 foot radius curve to the right 47.07 feet (central angle of 29°00'19" and a chord bearing South 75°29'57" East 46.57 feet); thence South 01°08'46" West 122.20 feet; thence South 39°54'43" West 103.83 feet; thence South 61°50'15" West 330.32 feet; thence South 72°07'29" West 223.58 feet; thence South 82°52'37" West 250.71 feet; thence South 77°21'24" West 270.72 feet; thence North 78°05'41" West 137.97 feet; thence North 01°16'16" East 85.92 feet; thence North 40°51'35" West 39.11 feet; thence North 00°11'57" West 47.56 feet; thence North 89°48'04" East 196.16 feet; thence North 00°25'00" East 451.00 feet; thence North 89°36'38" East 193.83 feet; thence North 00°36'20" East 142.38 feet to the point of beginning.

Tax id no(s). 06-4753, 06-4571, 15-6575, 06-4663, and 15-3689