

**Amended and Restated**

**Declaration**

**of the**

**Indian Ridge**

**Subdivisions Property**

**Owners Association**

Formerly known as the  
Crystal Mountain Property Owners Association

**February 2016**

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**Amended and Restated Declaration  
of the  
Indian Ridge Subdivisions Property  
Owners Association**

**Formerly known as the  
Crystal Mountain Property Owners Association**

This "Amended and Restated Declaration of the Indian Ridge Subdivisions Property Owners Association" ("Restated Declaration") is made and executed by and between the Owners of Lots in the Indian Ridge Ranch Subdivision ("Indian Ridge Ranch" or "Subdivision") on the date shown below after being voted on and approved by Members of the Crystal Mountain Property Owners Association, L.C. ("Crystal Mountain"), also known as the Indian Ridge Subdivision Property Owners Association, Inc. Crystal Mountain shall hereafter, by adopting and approving this Restated Declaration, be known as the Indian Ridge Subdivision Property Owners Association, Inc., ("Indian Ridge" or "Association"), a Utah nonprofit corporation, which Association shall be the sole legal entity under which the Association shall operate. Any reference to the previous name of Crystal Mountain shall mean and refer to Indian Ridge.

**RECITALS**

- A. Capitalized terms in this Restated Declaration are defined in Article I.
- B. The Association is governed by the Amended Declaration of Covenants, Conditions and Restrictions ("Amended Declaration"), recorded as entry number 008102 in the office of the Sanpete County Recorder on January 19, 1990, in Book 302, on pages 765-794. The Amended Declaration reduced a number of covenants into a single set of covenants governing various subdivisions and phases of development known as Indian Ridge and changed the name of the project from Indian Ridge to Crystal Mountain. The Amended Declaration was challenged and upheld as valid and binding on the Lots and the Members in a proceeding in the Sixth Judicial District Court of Sanpete County, which resulted in a Judgment being entered on October 29, 2001, Case #980600392. This Restated Declaration is adopted for the purpose of restating, replacing and amending the Amended Declaration and changing the name of the Association back to Indian Ridge. The Association was created in 1998 and at times has been referred to as either the Crystal Mountain Property Owners Association L.C., or the Indian Ridge Subdivision Property Owners Association, Inc.
- C. The Association is the Owner of those certain Parcels of Common Property known as Common Area Land Common Area which are part of the Indian Ridge Ranch development and which are not contained within the individually owned Lots and Common Areas.
- D. This Restated Declaration reflects the ideals and values of the Indian Ridge Community,

and as such, forms an agreement and covenant between all Association Members. By holding title to Property at Indian Ridge Ranch, Owners agree to abide by this Restated Declaration and to carefully observe that all family Members and guests do the same.

E. The Association desires to provide for the preservation of Property values and the improvement of amenities at Indian Ridge Ranch. To this end and for the benefit of the Property and of the Owners thereof, the Association subjects the Property and the Indian Ridge Property Owners to the provisions of this Restated Declaration and to the Covenants, restrictions, Easements, charges and liens hereinafter set forth.

F. The Owners deem it desirable for the efficient preservation of values and amenities in the development to empower an Association which possesses the power to administer the Common Areas, to provide maintenance of the Common Areas and Roads, to collect and disburse the Assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Restated Declaration. For such purpose the Association has caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, Indian Ridge Subdivisions Property Owners Association, Inc.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Amended Declaration is hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior restrictive Covenants recorded against Lots at Indian Ridge Ranch and that this Restated Declaration be the sole set of restrictive Covenants governing the Property. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real Property described in Exhibit "B" to the provisions of this Restated Declaration; the ratification, approval and incorporation of Indian Ridge Subdivision Property Owners Association, Inc., a Utah nonprofit corporation, and the Articles of Incorporation on file with the State of Utah and, any other provision, paragraph, or section that is required to maintain the legal status of the Subdivision which, if repealed, would nullify the legal status of the Subdivision.

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

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

## ARTICLE I DEFINITIONS

When used in this Restated Declaration (including the foregoing portion hereof entitled "Recitals"), unless the context clearly indicates otherwise, the following terms shall have the meaning indicated:

- 1.1 "Assessment(s)" shall mean and refer to any assessment for Common Expenses made by the Board against one or more of the Owners, and shall include any regular or special assessment, whether assessed monthly, semi-annually, annually, or on a one time basis.
- 1.2 "Association" shall mean and refer to The Indian Ridge Subdivisions Property Owners Association Inc., a nonprofit corporation organized and existing under the laws of the State of Utah, its successors and assigns.
- 1.3 "Board of Directors" or "Board" shall mean the governing board of the Association elected in accordance with this Restated Declaration and the Articles of Incorporation and Bylaws of the Association.
- 1.4 "Bylaws" shall mean and refer to those Bylaws adopted by the Association and attached hereto as Exhibit "C".
- 1.5 "Committees" shall mean a group of Members authorized and appointed by the Board for a specific purpose to act as authorized by the Board.
- 1.6 "Common Area" shall mean and refer to all that part of the Property held in the name of the Association on the records of the office of the Sanpete County Recorder. Common Area does not include that property shown on the Plat in which title is held in the name of an individual or entity other than the Association.
- 1.7 "Common Expense" shall mean and refer to actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Area (including any special Assessments and funds collected for a reserve account) and Subdivision Roads as shown on the official records of Sanpete County; costs of management and administration of the Association including, but not limited to, accountants, bookkeepers, attorneys and other employees and consultants; the costs of all utilities, landscaping and other services benefitting the Common Area, and all recreational facilities thereon; the costs of fire, casualty and liability insurance covering the Property and the cost of bonding the Directors of the Association, any taxes paid by the Association, amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portion thereof, the cost of any other expense incurred by the Association for any reason whatsoever in connection with the Property, for the benefit of the Owners, and to pay those Assessments as set forth in Article 7 below.

1.8 "Covenants" shall mean and refer to this Restated Declaration of the Indian Ridge Subdivisions Property Owners Association, as the same may be amended from time to time.

1.9 "Dwelling" shall mean and refer to a structure or portion of a structure on a Lot which is designed and intended for use and occupancy as a residence.

1.10 "Easement" shall mean and refer to those utility Easements recorded on the Indian Ridge Ranch Subdivision Plat Maps recorded on the records of the office of the Sanpete County Recorder.

1.11 "Eligible Member" shall mean those Members who are not delinquent in the payment of any Assessments currently due to the Association.

1.12 "Governing Documents" shall mean and refer to the Articles of Incorporation, this Restated Declaration, the Association Bylaws and the Association rules and regulations.

1.13 "Indian Ridge Ranch" shall mean and refer to the real Property (Lots and Common Areas) comprising the entire project and development known as Indian Ridge Ranch as shown on the official records of Sanpete County.

1.14 "Lot" shall mean and refer to any of the separately numbered parcels of land shown on the Plats, comprising any part of Indian Ridge Ranch as identified in Exhibit A and Exhibit B.

1.15 "Majority" shall mean and refer to at least 51% of the Eligible Members, present either in person, by proxy, or who participate in a meeting by Written Ballot or a vote of the Members as authorized by the Revised Nonprofit Corporations Act.

1.16 "Member" shall mean and refer to and include each person or entity holding the fee interest title to or a legal interest in a Lot at Indian Ridge Ranch.

1.17 "Mortgage" shall mean any Mortgage or deed of trust by which a Lot or any part thereof is encumbered.

1.18 "Owner" shall mean and refer to the Owner(s) of record as shown in the office of the County Recorder of Sanpete County, Utah. All Owners shall be Members of the Association.

1.19 "Plat" or "Plats" shall mean and refer to those Plats recorded at the Sanpete County Recorder's office and which are described in the legal descriptions attached to this Restated Declaration. A copy of a map is attached hereto as Exhibit "A" which contains the Lots and Common Areas that are part of Indian Ridge Ranch.

1.20 "Property" shall mean and refer to all the real property (Common Areas and Lots) which

is subject to the provisions of this Restated Declaration, the legal description of which is set forth in Exhibit "A" to this Restated Declaration.

1.21 "Proxy Vote" shall mean and refer to written statement delegating to an Owner's representative the right to vote in that Member's absence.

1.22 "Quorum" shall mean and refer to no less than seventy five (75) Eligible Members present in person, by proxy, or by Written Ballot at any annual, regular, or special meeting of Members.

1.23 "Subdivision" shall mean and refer to the Indian Ridge Ranch Subdivision consisting of Lots and Common Area as shown on the map attached hereto as Exhibit B.

1.24 "Super Majority" shall mean and refer to a vote of not less than 60% of Eligible Members voting in person, by proxy, or by Written Ballot.

1.25 "Written Ballot" shall mean and refer to that ballot issued by the Association for a vote by Members in accordance with Section 16-6a-709 of the Revised Nonprofit Corporations Act and which permits any action that may be taken at any annual, regular, or special meeting of Members to be taken if the Association delivers a written ballot to every Member entitled to vote on the matter, and the ballot complies with the requirements of the Act. When the Association uses a written ballot to conduct a vote of Members, it shall nonetheless schedule an actual meeting at which Members may attend and vote in person.

## **ARTICLE II PROPERTY DESCRIPTION**

2.1 Property. The Property which is and shall be held, occupied, sold, leased, transferred and conveyed subject to the provisions of this Restated Declaration consists of the tracts of real Property situated in Sanpete County, State of Utah, and more particularly described in Exhibits "A" and "B", attached hereto.

## **ARTICLE III ASSOCIATION MEMBERSHIP, VOTING, INCORPORATION & BYLAWS**

3.1 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it is appurtenant. Any conveyance of a Lot shall be construed to be a conveyance of the Owner's Membership in the Association and the rights appurtenant thereto. Membership shall begin automatically and immediately upon becoming an Owner as recorded in the Sanpete County Recorder's office, and shall terminate immediately and automatically upon ceasing to be an Owner. No person or

entity other than an Owner may be a Member of the Association.

3.2 Voting Rights. The Association shall have one (1) class of voting Membership.

3.3 Members shall be entitled to one (1) vote for each Lot in which they hold an interest. When more than one person holds such interest or interests in any such Lot, all such persons shall be Members and the votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot held by such Members.

3.4 Multiple Lot Ownership. No Owner of a Lot in the Association shall subdivide a Lot without Board approval. No Lot may be less than 1 acre in size. No Lot may be proposed for Subdivision without first being approved by Sanpete County. Though the Association may admit as Members thereto the several Owners of a single Lot, said Owners shall be entitled to jointly cast the vote attributable to their Lot when voting on any Association matter on which Members are entitled to vote. For Lots having joint Owners, one Owner shall be designated as the principal contact and authorized designee for all official business pertaining to the Lot. The designee will serve as the voting delegate for said Lot. The designee for a Lot may be changed at any time by written request to the Association. In the event multiple Owners of a Lot fail to appoint a designee, the Association shall conclusively presume that any one vote received from one of the Lot Owners to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a Quorum exists.

3.5 The Articles of Incorporation and this Restated Declaration may be amended only upon the affirmative vote of not less than sixty percent (60%) of all Members of the Association. The Bylaws may be amended upon the affirmative vote of not less than sixty percent (60%) of the Eligible Members of the Association. All other matters requiring a vote of the Members, including the election of members to the board of directors, shall require only the vote of a Majority of eligible voters at a meeting at which a Quorum is present.

3.6 The Bylaws shall be amended upon the affirmative vote of a Super Majority of those Eligible Members present in person, by proxy, or by Written Ballot at a meeting at which a Quorum is present and called for the purpose of voting to amend the Bylaws.

3.7 Incorporation. The Owners hereby ratify and approve the Indian Ridge Subdivisions Property Owners Association, Inc., a Utah nonprofit corporation, as the entity responsible for the management of the Common Areas, Roads and for such other powers and duties as set forth herein.

3.8 Board of Directors. The Board of Directors shall be elected by the Members of the



Association in accordance with the Articles of Incorporation, this Restated Declaration and Bylaws of the Association. No Director shall serve more than two consecutive terms on the Board without a waiting period of three years before running for re-election.

#### **ARTICLE IV COMMON AREAS & EASEMENTS**

4.1 Owners' Easements of Use and Enjoyment. Every Owner shall have a nonexclusive right and Easement of use and enjoyment in and to the Common Areas, including, without limitation, a nonexclusive right and Easement to use and enjoy roadways for access, ingress and egress to and from the Lots. Such right and Easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Such right and Easement shall be subject to the right of the Association to adopt, rescind, amend and enforce rules and regulations governing the use of the Common Areas and the personal conduct of Members and their guests thereon as hereinafter provided and subject to the powers granted to the Board in Article 5 below.

4.2 Delegation of Use. All Owner rights in the Common Areas may be enjoyed by Members of Owner's family and their guests.

4.3 Utility Easements. If the Property or any improvement thereon is traversed or partially occupied by a utility line or similar or related improvement, a perpetual Easement for such utility or improvement and for the maintenance, repair and replacement thereof is granted by the recorded Plats of the Sanpete Records office.

4.4 Operation and Maintenance of Common Areas and Roads by Association. Subject to the rights and duties of the Association and of the Owners as set forth in this Restated Declaration, the Association shall provide and be responsible for the management, operation, care, maintenance, repair, replacement and upkeep of the roads.

4.5 Damage to Common Area by Owner. In the event that the need for maintenance or repair to the Common Areas is caused through the willful or negligent act of the Member, his family, guests or invitees, to the extent not covered by the Association's insurance, the person or persons responsible for the damage shall be obligated to immediately reimburse the Association for the cost thereof. The Member's obligation to reimburse the Association for the cost of such maintenance or repairs may be secured by a lien against the Member's Lot in the same manner as provided with respect to annual and special Assessments.

4.6 Member Maintenance of Dwellings and Lots. Unsightly Lots: No unsightly growths, refuse piles or unsightly objects (including stripped-down, partially wrecked, or junked motor vehicles, trucks, or sizeable parts thereof; lumber, junk, garbage, trash, and debris, etc.); shall be parked, placed or permitted to remain on any roads and Common Areas. Each Member shall keep the Lot(s) owned by him, and all improvements therein or thereon, in good order

and repair and free of debris; all in a manner consistent with good Property management, and so as not to detract from the appearance of the Lot or to affect adversely the value or use of any other Lot or Dwelling.

4.7 Family Dwelling. There shall not exist on any Lot more than one Dwelling. No shack, shed, barn, temporary building, outbuildings or guest house shall be erected on any Lot without approval in writing from the Board, and in accordance with the Association's architectural standards and Sanpete County ordinances.

4.8 Excavations. No change in ground level or grade may be made on any Lot in excess of four feet from existing grades without first obtaining the written approval of Sanpete County in compliance with any hillside development ordinances. No rock, gravel, clay or soil shall be excavated or removed from any Property for commercial purposes.

4.9 Sewage Disposal. All sewage and culinary waters shall be disposed of in accordance with Sanpete County Health Department requirements. Water disposal shall comply with Sanpete County Health Department regulations. Waste from portable chemical toilets and mobile trailers not connected to a Sanpete County approved septic system must be removed from Indian Ridge Ranch properties for disposal in approved dumping systems. Out-houses or privies on Association properties are prohibited.

#### **ARTICLE V POWERS DELEGATED TO THE BOARD**

5.1 Board's Authority. The Board shall have, and is hereby granted, the following authority and powers:

- (a) Construction, Maintenance and Repairs. The Board shall have the power and authority to enter into or upon any Lot to do work reasonably necessary for the proper construction, maintenance and operation of the Common Areas and Roads. Except in the case of an emergency, reasonable advance notice shall be given to the Owner.
- (b) Execute Documents. The Board shall have the authority to execute and record, on behalf of all Members, any amendment to the Articles of Incorporation and the Restated Declaration which have been approved by the vote or consent necessary to authorize such amendment.
- (c) Standing. The Board shall have the power to sue and be sued.
- (d) Enter Into Contracts. The Board shall have the authority to enter into contracts which in any way concern the Association, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

- (e) **Transfer Interests in Real Property.** The Board shall have the power and authority to exchange, convey or transfer any interest in real Property, so long as it has been approved by a vote of a Majority of those Members of the Association voting at a meeting called for that purpose and at which a Quorum is present.
- (f) **To Purchase.** The Board shall have the power and authority to bid at a foreclosure sale and to purchase, otherwise acquire, and accept title to any interest in a Lot that is obtained in connection with the collection of Assessments, and to protect the Association's lien on a Lot.
- (g) **To Add Property.** The Board shall have the power and authority to add any real Property or interest therein to the Indian Ridge Ranch Properties so long as it has been approved by a vote of a Majority of those Members of the Association voting at a Meeting called for that purpose and at which a Quorum is present.
- (h) **Promulgate Rules.** The Board shall have the authority to promulgate reasonable rules and administrative guidelines, including rules authorizing the assessment of fines, as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Association is maintained and used in a manner consistent with this Restated Declaration. As provided in U.C.A. §57-8a-217, before adopting, modifying, canceling, limiting, creating exceptions to, or expanding rules, the Board shall, at least 15 days before the Board will meet to consider a change to the rule, deliver notice to Owners that the Board is considering a change to a rule or design criterion, provide an open forum at the Board meeting giving Owners an opportunity to be heard at the meeting before the Board takes action, and deliver a copy of the change in the rules approved by the Board to Owners within 15 days after the date of the Board meeting. The Board's action to adopt rules shall be disapproved is within 60 days of the Board meeting at which a rule was adopted, there is a vote of disapproval by at least 51% of eligible voters at a special meeting at which a Quorum is present, which special meeting is called for that purpose.
- (i) **Meetings.** The Board shall have the authority to preside over and conduct Association Meetings.
- (j) **Enforcement.** The Board shall have the authority necessary to enforce the Governing Documents for all Owners. In cases of non-compliance or violation, sanctions may be imposed by action of the Board. Sanctions may include but are not limited to loss of privileges and services, assessment of fines, liens against Property, and pursuit of legal action against offending Lot Member as necessary.
- (k) **Other.** The Board shall have the power and authority to enter into other transactions which may be reasonably necessary for the Board to perform its

functions on behalf of the Members and the Association.

5.2 Violations. For a violation or breach of any of the Governing Document of the Association the Board shall be authorized to proceed at law or in equity to compel compliance. Whenever a condition exists which may be in violation of this Restated Declaration or other Governing Documents, the Board shall provide written notice of the violation to the Property Owner by certified mail, personal delivery or by electronic mail with read receipt. The notification shall state the time limit in which to correct the violation or seek Board approval of a variance. The Board shall then follow the procedure set forth in Association rules that authorize fines.

5.3 The Board has the right to enter upon any Lot to inspect, monitor or take corrective actions as explained in Article X. Any such entry or actions shall not be deemed trespass. Failure to promptly enforce Governing Documents shall not bar later enforcement.

5.4 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Restated Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## **ARTICLE VI ASSOCIATION'S INSURANCE**

6.1 Liability Insurance. The Association shall obtain and maintain at all times a broad form of comprehensive liability insurance coverage, in such amounts and in such forms as the Association deems advisable to provide adequate protection for the Association, its Board of Directors, agents and employees of the Association and the Members against liability for personal injury, death, and Property damage arising from or incident to the Ownership, operation, management, maintenance, repair, use, and other functions related to the Common Areas and Roads.

6.2 Fidelity Insurance or Bond. The Board may purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of Directors, officers, agents or employees, destruction or disappearance of money or securities, and forgery.

6.3 Officers and Directors Liability Insurance. The Board shall purchase and maintain insurance on behalf of any person who has been or is a Member of the Board of Directors or other officer, director, agent or employee of the Association in such forms and amounts as needed to insure any such person against liability asserted against him or incurred by him in any such capacity or arising out of his status as such.

6.4 Additional Insurance. In addition to the insurance coverage required by this Restated Declaration, the Association shall have the power and authority to obtain and maintain other similar and dissimilar insurance coverage in relation to the Common Areas and the Association's duties and responsibilities hereunder, which additional insurance coverage may be in such amounts and in such forms as the Association from time to time deems appropriate.

6.5 Lot Insurance. The Association shall not provide or purchase insurance to cover any building, Lot or item on a Lot owned by a Member.

6.6 Adjustment and Contribution. Exclusive authority to adjust losses under policies hereafter purchased and maintained by the Association hereunder shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners.

## **ARTICLE VII ASSESSMENTS**

7.1 Covenant to Pay Assessments. Each Owner of any Lot by acceptance of instruments of conveyance and transfer thereof shall be deemed to covenant and agree with each other and with the Association to pay to the Association all monthly, annual and special Assessments, such Assessments to be fixed, established, levied and collected from time to time as hereinafter provided. No Owner may exempt himself or his Lot from liability from payment of the Assessments provided herein or diminish the amount of such liability by waiver or non-use of his rights concerning the Common Areas or of services and amenities provided by the Association, by abandonment of his Lot, or by reason of the fault or failure of the Association to provide services.

7.2 Purpose of Assessments. The annual and special Assessments levied by the Association hereunder shall be used exclusively to operate, maintain and improve the Roads and Common Areas, and to perform any other functions which the Association is obligated or permitted to perform under this Declaration. The uses made by the Association of Assessments collected hereunder may include, among other things, payment of the costs of the following:

- (a) Expenses of management.
- (b) Taxes and special Assessments;
- (c) All insurance that the Association is required or permitted to maintain hereunder.
- (d) Wages and related expenses for the services of such personnel as the Association

may determine to be necessary or desirable for the proper performance of its functions hereunder whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts.

- (e) Legal and accounting services necessary or desirable in connection with the operation of the Property, the Association, or the enforcement of this Restated Declaration.
- (f) Water or public services for Common Areas or for the common use and benefit of the Owners Members as herein provided.
- (g) Any deficit remaining from a previous period; creation of a reasonable contingency, reserve, surplus and/or capital investment fund.
- (h) All goods and services procured by the Association in performing its responsibilities for maintenance of the Common Areas.
- (i) Any other expenses necessary or desirable to enable the Association to perform or fulfill its obligations, purposes, or functions under the Governing Documents of the Association.

7.3 Annual Assessments & Due Dates. The Association's budget and annual Assessments shall be adopted by the Board and presented to the Association Members annually. The Board may provide for payment of Assessments on an annual basis, semi-annual basis, or in any other manner that the Board determines is in the best interest of the Association. The Board shall set the date by which Assessments are due.

7.4 Proposed Annual Budget. Annual Assessments shall be made on the basis of the fiscal year of the Association and be established by the Board. As to each fiscal year or period, the Association shall prepare a proposed annual budget based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of management, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas and Roads and performance by the Association of its other obligations hereunder, including payment of any deficit remaining from a previous period and the creation of a reserve or capital investment fund in such sum as required by law and that the Association may deem necessary or prudent to provide an adequate reserve for maintenance, repairs and replacements that must be performed or provided on a periodic basis and for other expenses or liabilities thereafter to accrue, although not payable in that fiscal year.

7.5 Notice of Annual Budget. The Association shall give notice of the proposed annual budget hearing to the Members in the same manner notice is given to Members of Association meetings, which may include posting the proposed annual budget on the Association's website, mailing a copy of the proposed budget with the meeting announcement and/or sending electronic notification to Members. The posting shall set forth the date, time, and place for the meeting.

The Association's budget hearing may be held in conjunction with the annual meeting of the Members.

7.6 Special Assessments. In addition to the annual Assessments provided for above, the Association may levy special Assessments for the purpose of defraying, in whole or in part:

- (a) Any expense or expenses not reasonably capable of being fully paid with funds generated by annual Assessments and not provided for in the Association's reserves.
- (b) The cost of any construction, reconstruction or unexpected required repair or replacement of an improvement in the Common Areas or of any improvement which is required to be maintained by the Association.

7.7 Special Assessments shall require a vote of Owners present at the meeting at which a Quorum is present with an affirmative vote from the Majority to approve the Special Assessment.

7.8 The Association shall give written notice to each Member as to the amount of any special assessment against his Lot, setting forth the total amount and purpose of such assessment and the date or dates on which the same or installments thereof are due and payable.

7.9 Should any Lot Owner fail to pay any assessment when due, the delinquent payment shall be subject to a late fee of not more than \$50 per month, as established by a resolution of the Board, and interest at the rate of 12% per annum as established by a resolution of the Board,.

7.10 Lien for Assessments. All sums assessed to or levied against any Lot by the Association pursuant to the provisions of this Restated Declaration, together with interest thereon and costs of collection as herein provided, shall be a charge upon the Lot and shall be a continuing lien on such Lot in favor of the Association. To further evidence such liens for sums assessed pursuant to this Article, the Association may cause to be prepared a written notice of lien setting forth the delinquency owed on the Lot, a description of the Lot and the name of the record Owner thereof. Such notice shall be recorded in the office of the County Recorder for Sanpete County, State of Utah. No such notice of lien shall be recorded until there is a delinquency in payment of the assessment. The lien for nonpayment of Common Expenses may be enforced by foreclosure of the Lot Owner's interest by the Board or by the filing of an action in court. The sale or foreclosure may be conducted in the same manner as foreclosures in deeds of trust or Mortgages or in any other manner permitted by law. The Members hereby authorize the appointment, as provided in U.C.A. § 57-8a-212, of a licensed Utah attorney, as trustee for purposes of foreclosing liens for nonpayment of Assessments, and authorizes the Board to appoint a successor trustee, for purposes of foreclosure as if a deed of trust were executed. Additionally, the Owners hereby convey and warrant, effective at the time of delinquency, pursuant to U.C.A. §§ 57-1-20 and 57-8a-402, to a licensed Utah attorney, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of Assessments

under the terms of this Restated Declaration. Any relief obtained, whether or not through foreclosure proceedings, shall include the Board's costs and expenses and reasonable attorney fees. In the event of foreclosure, after institution of the action, the Board shall, without regard to the value of the Lot or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Lot concerned.

7.11 Statement of Account. Upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot, the Association shall issue a written statement within ten (10) days setting forth the amount of any unpaid Assessments against such Lot, the amount of the current assessment against such Lot and the due date or due dates thereof. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

7.12 Liability of Purchaser. A purchaser or transferee of a Lot shall be jointly and severally liable with the seller or transferor of a Lot for all unpaid Assessments against such Lot that are due and owing at the time of the transfer, with the exception of a foreclosure sale.

7.13 Loss of Voting Rights. The voting rights of any Member who is delinquent in the payment of any assessment are suspended for any period during which any assessment against his Lot remains unpaid. This applies to all voting rights. However, in the event a vote is held to amend this Restated Declaration, delinquent Members shall be permitted to vote.

## **ARTICLE VIII ARCHITECTURAL APPROVALS**

8.1 Architectural Approvals. The Association's intent is that all construction within the Indian Ridge Ranch Subdivision is regulated so the Subdivision will be enhanced by the development activities of the respective Members and all Members will benefit from a clean, attractive and quality community, thereby protecting land and home values and maintaining the natural beauty of Indian Ridge Ranch.

8.2 Architectural Approvals Committee. The Board of Directors of the Association shall appoint a committee consisting of one Board Member and a minimum of three non-Board Members, the function of which shall be to insure that all improvement within the Indian Ridge Ranch Properties harmonize with existing surroundings and structures. This committee shall be the Architectural Approval Committee ("AAC"). If the AAC is not appointed the Board shall perform the duties required of the AAC.

8.3 Submission to Committee. No structure, addition to a structure, or other improvement of a Lot shall be constructed unless plans and specifications have first been submitted to and approved by the AAC and until receiving a building permit from Sanpete County Building Department as needed. Necessary documents may be found at: <http://www.indianridgepoa.org>.



8.4 Standards and Building Specifications. All development activities must meet Sanpete County Building Codes. A Member shall obtain Building Permits from the Sanpete County Building Inspection Department, 40 West 200 North, Manti, Utah 84642; Tel: 435-835-2113. The Central Utah District Health Department must approve septic tanks, 20 South 100 West, Mt. Pleasant, Utah 84000. Tel: 435-462-2449. The requirements of Indian Ridge Ranch Subdivision as stated in the Governing Documents may go beyond the requirements of Sanpete County. Sanpete County Building Inspection Department will not approve plans without first having signature approval by the AAC.

## **ARTICLE IX USE RESTRICTIONS**

9.1 Residential Uses. Each Lot may be improved with a single Dwelling and is restricted to such.

9.2 Animal Restriction. No animal shall be maintained on a Lot for commercial purposes or in violation of Sanpete County ordinances. Unless accompanied by an Owner or authorized guest, animals shall be confined to the Owner's Lot and not allowed to roam onto neighboring Lots or Common Areas. Animals which could be a danger or threat to other people, pets or wildlife must be strictly controlled or confined.

9.3 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot or Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to become a nuisance to the Property or any portion thereof or to its occupants. There shall be no exterior fires whatsoever except fires contained within designated fire receptacles.

9.4 Fires. The Board is authorized to declare emergency precautions and promulgate rules and regulations regarding the use of fire in the Subdivision.

9.5 The use of any fireworks is prohibited within the Subdivision.

9.6 Nuisances and Offensive Activities. No illegal activities shall be allowed on any Lot or Common Area by Lot Owners or their guests. Common courtesy and respect for the rights of others is expected from all Association Members and their guests. Stereos, radios, or other musical devises or instruments shall not be operated in such a manner as to be disruptive to other residents. Noises are considered disruptive if they violate Utah Code Section §78B-6-1101(1), which defines nuisance as:

Anything which is injurious to health, or indecent, or offensive to the senses, or an obstruction to the free use of Property, so as to interfere with the comfortable

enjoyment of life or Property, is a nuisance and the subject of an action.

9.7 Signs. No commercial sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or any Lot, without the prior written consent of the Board. Signage advertising Property for sale shall conform to the requirements of Sanpete County ordinances.

9.8 Prohibition of Damage and Certain Activities. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Member or any guest of any Member, and each Member shall indemnify and hold the Association and the other Member harmless against all loss resulting from any such damage or waste of the Common Areas caused by such. Any damage to the Association Common Areas caused by intentional or negligence act shall be repaired at the expense of the individual responsible for the damage. No Lot or Dwelling shall be used, occupied or altered in violation of the law, so as to jeopardize or cause a hazard to any person or other Property, so as to create a nuisance or interfere with the rights of any Member or in any way which would result in cancellation or increase in the cost of any insurance which the Association or any other Member is required to maintain under this Restated Declaration.

9.9 Operation of Vehicles. All vehicles, including ATV's and motorcycles shall be driven in such a manner so as to not create disruptive noises or be a nuisance to Indian Ridge Ranch residents or Owners.

- (a) Maintenance: All vehicles operated on Association properties shall be maintained in accordance with State law so as not to create a danger to operators or others, become a nuisance, nor emit unreasonable smoke or noise.
- (b) Road Use Only: Vehicles - especially ATVs, motorcycles or other off road vehicles, shall be operated only on properly defined roads and rights of ways and not in any manner which will cause damage or harm to the Roads, Common Areas, natural environment or landscape. Posted speed limits must be observed by operators of all vehicles.
- (c) ATV Privileges: The use of ATVs at Indian Ridge Ranch is a privilege to be enjoyed on the established Subdivision roads.

9.10 Hunting is not allowed of any game animals at any time within the Subdivision.

## **ARTICLE X DISPUTE RESOLUTION**

10.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Owners, all persons subject to this Restated Declaration, and any person not

otherwise subject to this Restated Declaration who agrees to submit to this Section (collectively the "Bound Parties"), agree to encourage the amicable resolution of disputes between the Bound Parties or involving enforcement of the provisions of this Restated Declaration, the Bylaws and any Rules and Regulations adopted by the Association, and to avoid the emotional and financial cost of litigation. Accordingly, each Bound Party Covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party, including without limitation, claims, grievances or disputes ("Claims") arising out of or relating to the violation, interpretation, application or enforcement of this Restated Declaration, the Bylaws, the Association rules, or the Articles of Incorporation, except those Claims exempted in Section 10.2, shall be subject to the procedures set forth in this Article.

10.2 Exempt Claims. The limitations in this Article VII X pertaining to exhausting administrative remedies shall not apply to the following Claims ("Exempt Claims"):

- (a) Any lien, claim, action or complaint wherein the Association or the Board alleges against a Unit Owner the nonpayment of Common Expenses, whether by special assessment or any other form of nonpayment of funds owed to the Association; and
- (b) Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce its Rules and its Restated Declaration; and
- (c) Any suit between Owners seeking redress on the basis of a claim which would constitute a course of action under the laws of the State of Utah in the absence of a claim based on the Restated Declaration, Bylaws, Articles or Rules of the Association, if the amount in controversy exceeds \$10,000.00; and
- (d) Any fines assessed by the Association.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 10.3, but there shall be no obligation to do so.

10.3 Mandatory Procedures For All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than a Claim exempted from this provision by Section 10.2, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(a) Notice. In the event a Claimant shall have a grievance against a Respondent, the Claimant shall set forth their grievance or complaint in writing (the "Notice") and shall deliver the same to Respondent, stating plainly and concisely:

- the nature of the Claim, including date, time, location, persons involved, Respondent's role in the Claim and the provisions of this Restated Declaration, the Bylaws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises; and
- the basis of the Claim (i.e., the provisions of the Restated Declaration, Bylaws, Rules or Articles triggered by the Claim); and
- what Claimant wants Respondent to do or not do to resolve the Claim; and
- that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Response. Within thirty (30) days of receiving the Notice from Claimant, the Respondent shall set forth a response in writing (the "Response") and shall deliver the same to the Claimant, stating plainly and concisely:

- those facts and/or allegations contained in Claimant's Notice with which Respondent agrees and disagrees, and a statement of the facts and allegations related to the grievance as understood and believed by Respondent; and
- those provisions of the Restated Declaration, the Bylaws, the Rules, the Articles of Incorporation or other authority out of which the Claim arises which Respondent understands applies to and controls the resolution of the Claim; and
- what Respondent is willing to do or not do to resolve the Claim; and
- that Respondent wishes to resolve the Claim by mutual agreement with Claimant and is willing to meet in person with Claimant at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

- (c) Negotiation. Each Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any party, accompanied by a copy of the Notice, the Board (if not involved in the dispute as either a Claimant or Respondent) may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the parties and to the welfare of the Community.
- (d) Meeting. In the event the cause of said grievance or complaint is not rectified by the parties within thirty (30) days from the date of the receipt of Respondent's response, the parties shall agree to mediate the matter. Should either party refuse to agree to engage in mediation, either party may avail themselves to those legal remedies permitted by law.
- (e) Exhaustion of Remedies Required. All grievances and complaints of Claimants shall follow the procedure outlined and set forth herein prior to the commencement of any litigation relative to said grievances and complaints. However, if a Respondent fails to provide the written response required within thirty (30) days, or if either party refuses to meet in good faith within the time frames set forth herein to discuss resolution of the grievance or complaint, the non-offending party shall be released from the obligation to comply with this Article 10 and may seek judicial relief without the need to wait for additional time periods to expire.

10.4 Allocation of Costs of Resolving Claims. Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 10.3, including the fees of its attorney or other representative.

## **ARTICLE XI GENERAL PROVISIONS**

11.1 Subordination of Assessment Liens to Mortgages. The lien on a Lot for unpaid Assessments provided for in this Restated Declaration shall be subordinate to the Mortgage affecting such Lot, and the Mortgagee there under which comes into possession of the Lot shall take the same free of such lien for unpaid Assessments, but only to the extent of Assessments which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.

11.2 Interpretation. The provisions of this Restated Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and continual maintenance of the Property. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, limit, or otherwise affect the content, meaning, or intent of this Restated Declaration or any Article, Section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof. Failure to enforce any provision, covenant, condition or restriction of this Restated Declaration shall not operate as a waiver of any such provision, covenant, condition, or restriction or any other provision, covenant, condition, or restriction.

11.3 Compliance and Enforcement. Each Member and other occupant of the Property shall comply with, and strictly obey the provisions, Covenants, conditions, and restrictions of Governing Documents promulgated hereunder by the Association, and all decisions and resolutions of the Association adopted pursuant to the foregoing, and the same may be amended, modified, revised, or adopted from time to time. Failure on the part of any Member or other occupant of the Property to comply with any of the foregoing shall be grounds for an action to recover damages or for injunctive relief or both, maintainable by the Association or in a proper case, by an aggrieved Member. The obligations, provisions, Covenants, conditions and restrictions contained in this Restated Declaration with respect to the Association shall be enforceable by the Association or by any Member through a proceeding for a prohibitive or mandatory injunction. The rights and remedies herein provided shall be in addition to all other rights and remedies of this Restated Declaration, and other Governing Documents promulgated by the Association, and decisions and resolutions of the Association adopted pursuant thereto.

11.4 Registration of Mailing Address. Each Owner shall register with the Association from time to time his current mailing address and/or electronic address. All notices and demands intended to be given to or served upon any Owner may be hand delivered, sent by first-class U. S. mail postage prepaid, or may be sent electronically as set forth in the Bylaws. If no address has been registered by the Owner with the Association, the Association may send any notice to the address listed for Property tax purposes with the Sanpete County Recorder's Office.

11.5 All notices and demands intended to be given to or served upon the Association may be sent by first-class U. S. mail, postage prepaid, and addressed to the Association at the address of its registered agent as listed with the Utah Department of Commerce, or to the address of the Association as set forth on the Association's website.

11.6 Covenants to Run with Land. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, the Governing Documents of the Association.

11.7 Effective Date. This Restated Declaration and any amendment hereof shall take effect

upon recording in the office of the County Recorder of Sanpete County, State of Utah.

**CERTIFICATION**

It is hereby certified that Owners voting at a meeting of the Association at which a Quorum was present have voted to approve this Restated Declaration.

IN WITNESS WHEREOF, this 16<sup>th</sup> day of February, 2016.

INDIAN RIDGE SUBDIVISIONS PROPERTY OWNERS ASSOCIATION, INC

By *Ann Atkin*  
President

STATE OF UTAH            )  
  s  
COUNTY OF SANPETE    )

On the 16 day of February, 2016, personally appeared before me *Ann Atkin*, who by me being duly sworn, did say that he/she is the President of Indian Ridge Subdivisions Property Owners Association, and that the within and foregoing instrument was signed in behalf of said Association and did duly acknowledged to me that he/she executed the same.



*Terrie Green*  
NOTARY PUBLIC

Indian Ridge Subdivision  
 Property Owners Assoc  
EXHIBIT A

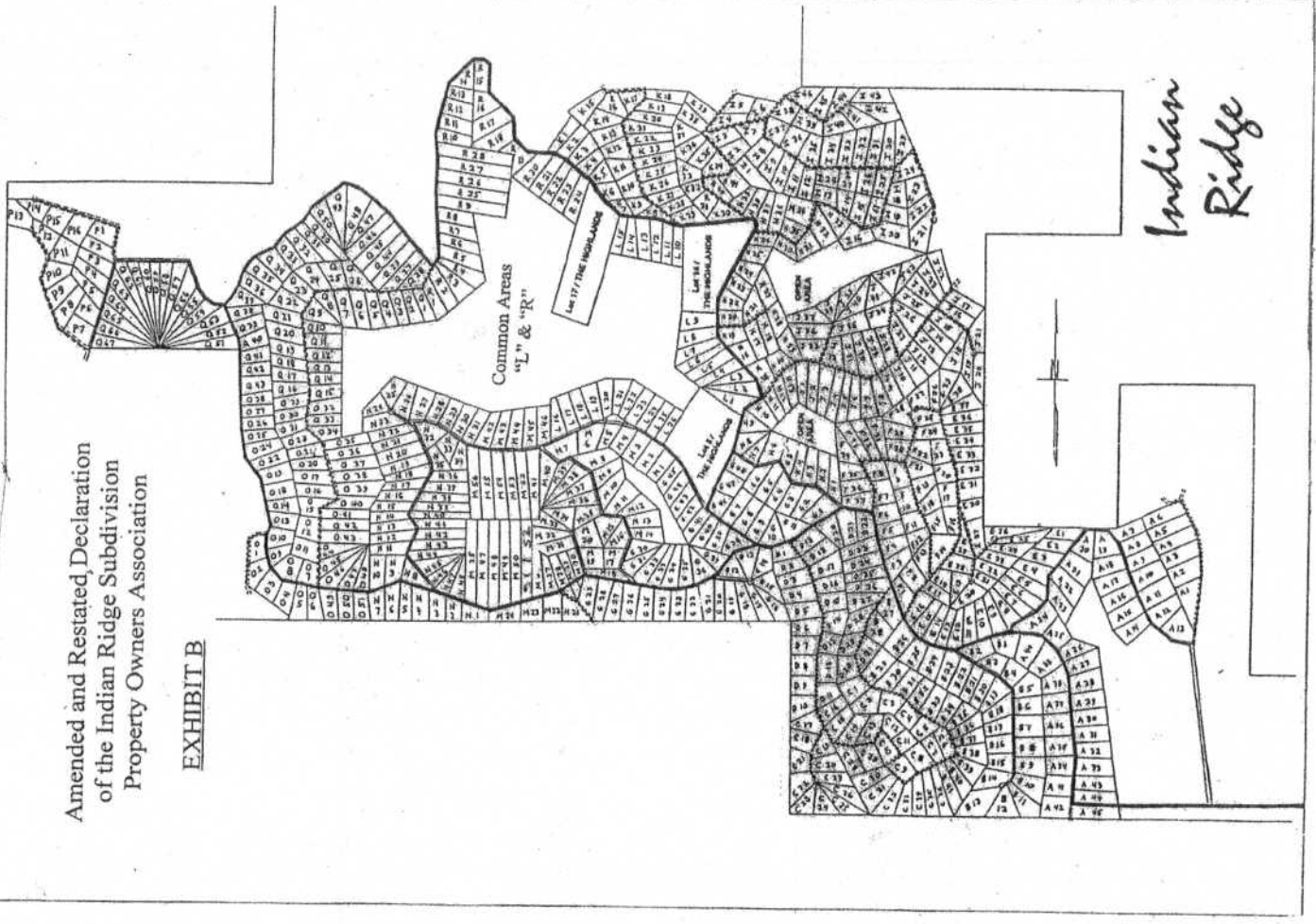
	Tax #	Tax #
Plat A; Lots 1 through 45	54700 - 54744	
Plat B; Lots 1 through 41	54745 - 54785	
Plat C; Lots 1 through 36	54786 - 54821	
Plat D; Lots 1 through 31	54822 - 54852	
Plat E; Lots 1 through 39	54853 - 54891	
Plat F; Lots 1 through 37	54892 - 54928	
Plat G; Lots 1 through 48	54929 - 54976	
Plat H; Lots 1 through 41	54977 - 55016	54985X
Plat I; Lots 1 through 46	55018 - 55063	
Plat J; Lots 1 through 43	55064 - 55106	
Plat K; Lots 1 through 39	55108 - 55145	55117X
Plat L; Lots 1 through 26	55146 - 55150, 55152 - 55157	
Plat L; The Highlands; L-5, 12 & 17	55159 - 55163, 55165 - 55175, 55151, 55159, 55164	
Plat M; Lots 1 through 56	55176 - 55206, 55208 - 55225, 55227 - 55231	
Plat N; Lots 1 through 48	55234 - 55280	
Plat O; Lots 1 through 51	55281 - 55331	
Plat P; Lots 1 through 16	55332 - 55347	
Plat Q; Lots 1 through 67	55348 - 55414	
Plat R; Lots 1 through 28	55415 - 55443	
Plat S; Lots 1 and 2	61224 & 61225	



**EXHIBIT "B"**

Amended and Restated Declaration  
of the Indian Ridge Subdivision  
Property Owners Association

**EXHIBIT B**



**Exhibit "C"**

**BYLAWS**

# BYLAWS

FOR

## INDIAN RIDGE SUBDIVISIONS PROPERTY OWNERS ASSOCIATION, INC.

The following are adopted by the Association of Owners as the administrative Bylaws of Indian Ridge Subdivisions Owners Association, Inc. ("Indian Ridge"). Certain capitalized terms in these Bylaws shall be defined in accordance with the definition for such terms set forth in the Restated Declaration.

### ARTICLE I PLAN OF OWNERSHIP AND INCORPORATION

- 1.1 **Submission.** These Bylaws are adopted by the Owners of Lots in Indian Ridge Subdivisions Owners Association, Inc. These Bylaws shall govern the administration of Indian Ridge Property Owners Association.
- 1.2 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Restated Declaration or any amendments thereto, the latter shall in all instances govern and control.
- 1.3 **Office and Registered Agent.** The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
- 1.4 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Indian Ridge Ranch shall be subject to and abide by these Bylaws.

### ARTICLE II ASSOCIATION

- 2.1 **Composition.** The Association of Owners is a mandatory association consisting of all Owners at Indian Ridge Ranch.
- 2.2 **Voting.** Each Lot Owner shall have one (1) vote as set forth in the Restated Declaration.
- 2.3 **Place of Meeting.** Meetings of the Association Members shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.

- 2.4 **Annual Meeting.** Unless otherwise designated by the Board, the annual meeting of the Association shall be held on the second Saturday of July of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.
- 2.5 **Special Meetings.** The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- 2.6 **Notice of Meeting.** It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than thirty (30) and not more than sixty (60) days in advance of such meeting; and (b) each special meeting of the Owners at least ten (10) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address on the records of the Sanpete County Recorder or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.
- 2.7 **Voting Requirements.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or special meeting of the Association if he is an Eligible Member as defined in the Restated Declaration. All Members may vote to amend the Restated Declaration as set forth in the Restated Declaration.
- 2.8 **Proxies and Voting.** The vote appertaining to any Lot may be cast pursuant to a proxy duly executed by or on behalf of one or all of the Owners of a Lot. No such proxy shall be revocable except by actual written notice by the Owner to the person presiding over the meeting. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by an Owner. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date set forth in the proxy. Each proxy must be filed with the Secretary of the Board prior to the beginning of the meeting at which it is to be used. If the Owner of the Lot is a corporation or some other non-natural person or entity, the vote may be cast by an authorized officer or owner of the entity. Voting is not permitted without a meeting as set forth in Revised Nonprofit Corporations Act. If title to a Lot is held by more than one person, each person holding an ownership interest in the Lot shall be entitled to attend any meeting of the Association, and unless written notice is given to the Board Secretary at the meeting, any one of such Owners shall be entitled to cast the vote attributable to the Lot. However, if a joint Owner of the Lot objects the vote being cast, the vote for such Lot shall not be recognized. Voting shall be by secret ballot.

- 2.9 **Quorum.** As set forth in the Restated Declaration, a quorum shall consist of no less than seventy five (75) Eligible Members present in person, by proxy, or by Written Ballot at any annual, regular, or special meeting of Members. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide questions properly brought before the meeting; provided, however, if the Restated Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.
- 2.10 **Order of Business.** The order of business at all meetings of the Association shall be as follows:
- (a) roll call;
  - (b) proof of notice of meeting;
  - (c) reading of minutes of preceding meeting;
  - (d) reports of officers;
  - (e) report of special Boards, if any;
  - (f) election of inspectors of election, if applicable;
  - (g) election of Board Members, if applicable;
  - (h) unfinished business; and
  - (i) new business.
- 2.11 **Conduct of Meeting.** The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

### **ARTICLE III BOARD OF DIRECTORS**

- 3.1 **Powers and Duties.** The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of this Restated Declaration, and may do all such acts and things necessary to operate and maintain the Subdivision and the Association. Subject to any limitations or provisions contained in the Restated Declaration, the Board shall be responsible for at least the following:
- (a) Preparation of an annual budget;
  - (b) Determining the annual assessment of each Owner;
  - (c) Managing the Association;
  - (d) Maintaining the Common Areas and Facilities;
  - (e) Collecting the Assessments;

- (f) Depositing the collections into a federally insured interest bearing account or accounts;
- (g) Preparing for adoption rules and regulations to be voted on by the Quorum of the Members at annual meetings;
- (h) Enforcing the Association's governing documents;
- (i) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (j) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, and restoration of, the Common Area, in accordance with the Restated Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (k) Commencing legal action when necessary;
- (l) Purchasing and maintaining insurance;
- (m) Paying the cost of all services rendered to the Property and not billed directly to Owners of individual Lots.
- (n) Keeping books and records of the Association;
- (o) Paying any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (p) Giving notice of alleged violations of the Association Governing Documents and providing the alleged violator the opportunity to be heard;
- (q) Levying fines, sanctions and citations;
- (r) Making emergency repairs;
- (s) Towing or impounding motor vehicles parked or stored on the Common Area, blocking any road, or parked in violation of Association Rules;
- (t) Doing such other things and acts necessary to accomplish the foregoing.

3.2 **Composition of Board of Directors.** The Board of Directors shall be composed of at least five (5) but not more than seven (7) Members of the Association.

3.3 **Qualification.** Only individual Members or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership, each of whom must be current in the payment of Assessments due and owing to the Association for at least one (1) Lot owned.

3.4 **Election and Term of Office of the Board.** The term of office of membership on the Board shall be three (3) years and each member shall serve on the Board until such time as his successor is duly qualified and elected. No Board Member may serve more than two (2) consecutive terms and shall not be eligible for re-election until three (3) years have elapsed since last sitting on the Board.

3.5 **Regular Meetings of the Board.** Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than quarterly.

**Special Meetings of the Board.** Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, by electronic notice, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Board shall be valid for any and all purposes.

- 3.6 **Waiver of Notice.** Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. When Board members are permitted to participate in Board meetings electronically (by video, conference call, or other means), the Members of the Association shall also be permitted to participate in the meeting electronically, as set forth in U.C.A §57-8a-226.
- 3.7 **Quorum.** At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. However, in no case shall less than three members of Board be present to conduct the business of the Board.
- 3.8 **Vacancies.** Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall serve until the next general meeting of the Association Members, at which meeting an election shall be held for the purpose of electing a Member for the remainder of the term of the Board Member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.
- 3.9 **Removal of Board Member.** A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) day notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses thirty-three percent (33%) or more of the Board Meetings in any one calendar year

or who misses three (3) consecutive meetings, may be subject to automatic removal from the Board.

- 3.10 **Compensation.** Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.
- 3.11 **Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board meetings recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:
- (a) **Open Meetings.** Board meetings shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its meetings and retiring to executive session.
  - (b) **Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a Board meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.
  - (c) **Action Without a Formal Meeting.** Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.
  - (d) **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV NOMINATION AND ELECTION OF BOARD MEMBERS

- 4.1 **Nomination Process.** The process for the nomination and election of the Board of Directors shall proceed as set forth herein.
- 4.2 **Nomination Approval.** Anyone nominated as a candidate prior to or at an Association's meeting at which an election will be held should have first granted his approval and affirmatively stated that he is willing to serve for the term if elected.
- 4.3 **Nominations.** The names of the candidates shall be included in the Notice of the annual meeting sent to Members of the Association and may be included on proxy or written



ballots sent to Members. Write-in candidates are permitted. Nominations may also be received from Members of the Association from the floor at the annual meeting of the members.

- 4.4 **Election.** At the annual meeting for the election of Board members, the Board shall prepare and distribute a ballot to each owner. Owners who do not attend the meeting may vote by proxy ballot or by written ballot. Each Lot is entitled to vote as provided in the Restated Declaration and Bylaws.

## **ARTICLE V OFFICERS**

- 5.1 **Designation.** The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers may be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.
- 5.2 **Election of Officers.** The officers of the Association shall be elected annually by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.
- 5.3 **Removal of Officers.** The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.
- 5.4 **President.** The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah or designated by these Bylaws.
- 5.5 **Vice-president.** The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

- 5.6 **Secretary.** The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose. and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Members and their last known addresses. This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.
- 5.7 **Treasurer.** The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

#### **ARTICLE VI FISCAL YEAR**

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

#### **ARTICLE VII AMENDMENT TO BYLAWS**

- 7.1 **Amendments.** These Bylaws may be amended upon the affirmative vote of a Super Majority of those Eligible Members present in person, by proxy, or by Written Ballot at a meeting at which a Quorum is present and called for the purpose of voting to amend these Bylaws.

#### **ARTICLE VIII NOTICE**

- 8.1 **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws or provided for or required by the Governing Documents shall be in writing and shall be deemed to have been duly given if delivered personally, sent by regular U.S. Mail postage pre-paid, or sent electronically (a) if to a Member, at the address recorded in the office of the Sanpete County Recorder or at such

other address (either electronic address or mailing address) as the Member may have designated by notice in writing to the Association; or (b) if to the Board or the Manager, at the principal office of the Manager or at such other address (including electronic address) as shall be designated by notice in writing to the Members pursuant to this Section. The Association may also provide notice to the Owners by (a) posting the notice on the Association's website and (b) sending electronic notification (by any widely recognized private means of providing electronic notification) to Members. The posting on the website and the electronic notification, if for a meeting, shall set forth the date, time, and place for the meeting, which meeting shall be held not more than sixty (60) nor less than thirty (30) days after the posting and sending of such notice to the Member.

- 8.2 **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, or of the Governing Documents a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Restated Declaration.

## **ARTICLE IX COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

- 9.1 **Compliance.** These Bylaws are set forth in compliance with the requirements of the Restated Declaration.
- 9.2 **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Restated Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Restated Declaration.
- 9.3 **Severability.** If any provision in these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 9.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 9.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

- 9.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.
- 9.7 **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Sanpete County.