

**RESTATED AND AMENDED
DECLARATION
OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
PEACEFIELD
PLANNED UNIT DEVELOPMENT**

February 2023

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**RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
PEACEFIELD PLANNED UNIT DEVELOPMENT**

This RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PEACEFIELD PLANNED UNIT DEVELOPMENT ("Restated Declaration") is made and executed by and between the Owners of Lots described in the attached Exhibit "A" on the date shown below after being voted on and approved by the Owners of Lots in accordance with the governing documents for the Peacefield PUD subdivision ("Peacefield"). The Owners of Lots within Peacefield shall collectively be referred to hereinafter as the "Owners" or "Lot Owners". Note that some lots (especially those in the patio homes, phases 3, 5, and 6) are sometimes referred to as Units. Depending on the context, Lot(s) is interchangeable with Unit(s).

RECITALS

WHEREAS, the capitalized terms in this Restated Declaration are defined in Article I below.

WHEREAS, the Lot Owners hold legal title to the Lots and Common Improvements and improvements located in Davis County, Utah, more particularly described in Article II and Exhibit "A" of this Restated Declaration and including the Common Improvements that is appurtenant to each Lot as shown on the Plats, as recorded in the office of the County Recorder for Davis County, State of Utah. The various Lots described in this Restated Declaration are owned by the Owners in fee simple.

WHEREAS, it is the intention of the Owners, expressed by the execution of this instrument, that the real property located in Davis County, State of Utah, comprising all phases of the area known as Peacefield Planned Unit Development, be designed and constructed to promote visual harmony throughout the Project. This Restated Declaration also provides for the continued maintenance and protection of certain common areas and common facilities in the Project.

WHEREAS, by this Restated Declaration the Owners intend to continue the common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property and the interests therein conveyed as a Planned Unit Development consisting of single-family and Twin Home residences in accordance with the terms hereof.

WHEREAS, prior to the adoption of this Restated Declaration, Peacefield was governed by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Peacefield Planned Unit Development ("2011 Amended Declaration"), which was recorded in the office of the Davis County recorder on June 9, 2011, as entry number 2602397.

WHEREAS, the purpose and intent of this Restated Declaration is to restate, replace and amend the 2011 Amended Declaration, any amendments to the 2011 Amended Declaration, and all prior recorded declarations, amendments and Bylaws which have been recorded against any Lot, which shall collectively be referred to herein as the "Governing Documents", and to subject all Lots and Lot Owners within Peacefield to the covenants, conditions and restrictions as set forth in this Restated Declaration.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing the Project. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked,

replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit “A” to the provisions of this Restated Declaration; the ratification, approval and incorporation of the Peacefield Homeowners Association, 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 Project which, if repealed, would nullify or impair the legal status of the Project.

The Owners hereby declare that all of the hereinafter described property is and shall be held, conveyed, used, occupied and improved as separate parcels of land subject to the limitations, restrictions and covenants set forth herein, all of which are declared to be in the furtherance of a plan for enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. The acceptance of any deed or conveyance thereof by any Owner and any Owner’s heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with all other Owners to accept and hold the subject property described or conveyed in or by such deed of conveyance, subject to the covenants, conditions and restrictions as set forth herein.

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

The capitalized terms used in this Restated Declaration shall have the meanings set forth in this Article. Unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate

- 1.1 “Act” shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.
- 1.2 “Architectural Control Committee” shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article IV.
- 1.3 “Articles of Incorporation” shall mean and refer to the Articles of Incorporation for the Association, as amended and restated from time to time
- 1.4 “Association” shall mean and refer to the Peacefield Homeowners Association, a Utah nonprofit corporation, whose primary duty shall be to maintain the Common Improvements within the Planned Unit Development.
- 1.5 “Assessments” shall mean any monetary charge or fee imposed or levied by the Association against Owners as provided in this Restated Declaration or other Governing Documents.
- 1.6 “Board” shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Bylaws and this Restated Declaration. The Board is the governing body of the Association.

- 1.7 “Bylaws” shall mean and refer to the Bylaws of the Association as the same may be amended from time to time. A copy of the current Bylaws is attached hereto as Exhibit “B”.
- 1.8 “Common Improvements” shall mean all of the property, common area and related improvements within the Planned Unit Development, including but not limited to entrance markers, street islands, open space, finished landscape buffers within the preservation easement (as shown on the Plats), water features, private roadways (including Wilcox Way and Poets Rest St.), and recreation amenities provided for common use, together with all easements appurtenant thereto intended for the common use, benefit and enjoyment of all owners in the development except for the Lots. The former commercial area located in the green space below the swimming pool is subject to a green space easement in favor of the Heritage Foundation.
- 1.9 “Days” shall mean calendar days unless otherwise stated.
- 1.10 “Dwelling” shall mean each of the Single Homes, Patio Homes and Twin Homes in the Project.
- 1.11 “Governing Documents” shall mean this Restated Declaration, the Articles of Incorporation, Association Bylaws, and Association Rules.
- 1.12 “Limited Common Area” shall mean that portion of the Common Improvements, including but not limited to such items as landscaping, driveways, patios, or other improvements or apparatus intended to serve a single Lot or Dwelling, but located outside of the boundaries of the Lot or Dwelling. Such property and facilities shall constitute a limited common area and facility pertaining to that Lot for the exclusive use and benefit of the Lot served and its Owner.
- 1.13 “Lot” shall mean and refer to one of the separately numbered and individually described plots of land within the Planned Unit Development; which is intended to be owned individually rather than by an association of owners or in common by owners of different Lots; and which is intended to be used as the site of an owner-occupied home. Lots within Plats 3, 5 and 6 are sometimes also referred to as “Units.”
- 1.14 “Managing Agent” shall mean and refer to any person or entity appointed as the manager or managing agent by the Association.
- 1.15 “Mortgage” shall mean any mortgage, deed of trust, or trust deed, provided that such encumbrance is in first position relative to other mortgages, deeds of trust or trust deeds, encumbering a Lot; and
- 1.16 “Mortgagee” shall mean any first mortgagee or any trustee or beneficiary of a first trust deed or deed of trust.
- 1.17 “Non-Building Area” shall mean the portion of a Lot in Phases 3, 5 or 6 which does not have a Dwelling, building or patio constructed upon it. Such Non-Building Areas shall be treated for all purposes under this Restated Declaration as Limited Common Area of the Owner of the Unit. The Association shall maintain all landscaping located on a Non-Building Area.
- 1.18 “Owner or “Lot Owner” or Member” shall mean and refer to the person who is the owner of record in the office of the County Recorder of Davis County, Utah of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” does not mean or include a mortgagee, or a beneficiary of trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure of any

proceeding in lieu thereof.

- 1.19 “Plat” shall mean and refer to the Planned Unit Development Plats for the various phases of the PEACEFIELD PLANNED UNIT DEVELOPMENT which have been recorded in connection in the office of the County Recorder of Davis County, Utah, and all amendments thereto.
- 1.20 “Patio Homes” shall mean and refer to a structure which is designed and intended for use and occupancy as a single-family residence located on a lot within Plats 3, 5, and 6.
- 1.21 “Project” shall mean and refer to the real property described in Exhibit “A”, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to the Peacefield Planned Unit Development.
- 1.22 “Property” shall mean and refer to the entire real property covered by the Plat, a description of which is set forth in Article II of this Restated Declaration.
- 1.23 “Restated Declaration” shall mean this “Restated and Amended Declaration of Covenants, Conditions, and Restrictions of Peacefield Planned Unit Development.”
- 1.24 “Rules” shall mean and refer to the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board. The initial Rules of the Association are attached hereto as Exhibit “C”.
- 1.25 “Single Homes” shall mean and refer to a structure, which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Lot, which are used in conjunction with such residence.
- 1.26 “Twin Homes” shall mean and refer to homes designed and intended for use by two separate Dwellings sharing a common wall, together with all improvements located on the Lots concerned which are used in conjunction with such residents.
- 1.27 “Unit” has the same meaning provided for “Lot” above. Lots within Plats 3, 5 and 6 are sometimes also referred to as “Units.”

ARTICLE II PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Restated Declaration consists of the following described real property in Davis County, State of Utah: See Exhibit “A”, attached.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 3.1 Membership. Every Owner, upon acquiring title to a Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as the Owner’s ownership of such Lot ceases for any reason, at which time the Owner’s membership shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be assigned or otherwise conveyed separately from the ownership of a Lot.

- 3.2 Voting Rights. Inasmuch as there are ninety-one Lots in the Project, there shall be a total of ninety-one (91) Association votes. The Association shall have the following described classes of voting membership:
- a) Class A: Class A Members shall be all owners of Single Homes or Single Home Lots in Phases 1, 2 and 4 of the Project. Members shall be entitled to one vote for each Single Home or Single Home Lot in which the interest required for membership in the Association is held.
 - b) Class B: Class B Members shall be all owners of Lots in Phases 3, 5 and 6. The Owner of each Lot shall be entitled to one Association vote. In other words, Members owning Units shall be entitled to one vote for each Patio Home Unit and one vote for each half of the Twin Home Unit for a total of two votes for each Twin Home.
- 3.3 Record of Ownership. Every Owner shall properly cause to be filed of record the deed conveying ownership of the Lot. The new Owner shall submit a copy of the deed to the Association, which shall maintain a record of ownership of the Lots. Any Owner who mortgages the Owner's Lot 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 the secretary of the Association shall maintain all such information in the record of ownership.

ARTICLE IV DUTIES AND POWERS OF THE ASSOCIATION

- 4.1 Duties of the Association. Without limiting any other duties, which may be imposed upon the Association by its Articles of Incorporation or this Restated Declaration, 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 recognize Owners as members of the Association.
 - b) The Association shall maintain, repair, replace and landscape the Common Improvements, Limited Common Areas where necessary, and Non-Building Areas.
 - c) In compliance with the Development Agreement with Layton City, the Homeowners Association will be responsible for any additional expenses incurred by Layton City if and when it is necessary to replace the colored cement and streetlights within the Project.
 - d) To the extent not assessed to or paid by the Owners directly, the Association shall pay all property taxes and assessments levied upon any portion of the Common Improvements, provided that the Association shall have the right to contest or compromise any such taxes or assessment.
 - e) The Association shall obtain and maintain in force the policies of insurance required by this Restated Declaration.
 - f) The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Improvements, 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 as determined 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 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. The Managing Agent may be an independent contractor and not an agent or employee of the Association.

- g) The Association shall maintain current copies of the Restated Declaration, Articles, Bylaws, Rules, and other similar documents, as well as its own books, records, and financial statements, which shall all, be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first Mortgages during normal business hours within 30 calendar days. Charges shall be made for copying, researching or extracting from such documents. An Owner or holder, insurer or grantor of a first Mortgage may provide an audit of Association records at its own expense so long as the results of the audit are provided to the Association and such audit is conducted in a manner, which does not unreasonably interfere with the business of the Association.

4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation, 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 Restated 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) In fulfilling any of its duties under this Restated Declaration, including its duties for the maintenance, repair, operation or administration of the Common Improvements and Lots (to the extent necessitated by the failure of the Owners of such Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Improvements, the Association shall ensure that any contract for goods or services having a term of more than one 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 90 days' written notice, the Association shall have the power and authority (i) to pay and discharge any work done or performed by the Association in fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:
 - i) Construction, maintenance, repair and landscaping of the Common Improvements 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 of property within the Planned Unit Development, the Association, the members of the Board, the committee members and the Owners;
 - iii) Such utility services, including (without limitation) water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;
 - iv) The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
 - v) Fire, police and such other protection services as the Board may deem desirable for

the benefit of the Owners of any of the Property; and

- vi) Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.
- b) The Board may delegate to the Managing Agent any of its powers under this Restated 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 \$2,500, or the power to sell, convey, mortgage, or encumber any Common Improvements.
- c) Pursuant to the requirements found in Utah Code §57-8a-217, the Board shall have the authority and power to enact Association rules and regulations ("Rules") which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed for violations after proper notice and a hearing, as described in this Restated Declaration. The current Association rules and regulations are included in the attached Exhibit "C". Exhibit "C" may be modified by the Board without the need to record an amendment to this Restated Declaration, by following the process outlined in this Restated Declaration and in Utah Code §57-8a-217.
- d) The Association shall have the authority to sell one or more portions of the Common Improvements or common area only upon the affirmative vote of at least sixty-seven percent (67%) of the Owners.

4.3 Board of Directors.

- a) As more fully described in the Bylaws attached hereto as Exhibit "B", the affairs of the Association shall be managed by a Board consisting of three (3) to five (5) Members of the Association.
- b) As more fully described in the Bylaws attached hereto as Exhibit B, the Board of Directors shall elect a president, vice president, secretary, and treasurer as officers.

4.4 Architectural Control Committee.

- a) The Board may serve as the Architectural Control Committee or appoint a separate Architectural Control Committee.
- b) If the Board appoints a separate Architectural Control Committee:
 - i) the Board shall also appoint a committee chair, who shall be a Board member; and
 - ii) when a vacancy occurs in the membership of the committee for any reason, the Board shall, within 30 days, appoint a replacement member for the remainder of unexpired term.
- c) Unless the Board appoints a separate Architectural Control Committee:
 - i) the Board is the Architectural Control Committee and, in that capacity, shall perform all of the responsibilities assigned to the Architectural Control Committee in this Restated Declaration, the Association Bylaws, and the Association Rules; and

- ii) the Board president shall also serve as the Architectural Control Committee chair.
- d) Prior to the commencement of any excavations, construction, remodeling, or alteration to any exterior structure theretofore completed, there shall first be filed with the Architectural Control Committee one complete set of plans and specifications for such excavation, construction, remodeling, or alteration, together with a block or plat plan indicating the exact part of the Property the improvement will cover, and said work may not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants.
- e) The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which are not desirable, and in so passing upon them the Architectural Control Committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling or alterations and of the materials to be included, the harmony and effect thereof with the surroundings and the effect thereof on the outlook from the adjacent or neighboring property.
- f) The Architectural Control Committee may promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. In the event the Architectural Control Committee fails to approve or disapprove in writing said plans within 30 days of their submission (or if revisions are suggested which require more time for resolution and everyone is acting in good faith, more time may be required), then said approval shall be deemed to have been given.
- g) The following require the prior written approval of the Architectural Control Committee:
 - i) erecting, placing, or altering a building, including an accessory building on the Property;
 - ii) altering setback requirements;
 - iii) erecting, placing, or altering exterior building surfaces;
 - iv) front and back yard landscaping plans;
 - v) removing a healthy tree or making other major landscaping changes after approval and/or completion of the landscaping plan, except that all diseased trees and bushes shall be removed by the owner within a reasonable time after the diseased condition is discovered;
 - vi) grading on the Property;
 - vii) erecting, placing, or altering a wall, tennis court, swimming pool, or other structure, on the Property;
 - viii) erecting patio walls, fences, and enclosures not located upon a lot's property lines;
 - ix) erecting a pet enclosure, which may be chain link and shall be no higher than six (6) feet;
 - x) types and the location of any fencing;

- xi) any exterior repainting involving a color change;
 - xii) installing yard lights, exterior lights, mailboxes, window shades, awnings, planters, window guards, antennas, light fixtures, air conditioning devices, or other similar items outside the interior of any building on the Property;
 - xiii) installing a satellite dish of any kind on the front of any home; and
 - xiv) erecting or displaying a sign, except a "For Sale" sign of customary and reasonable dimensions and design.
- h) Before giving its prior written approval, the Architectural Control Committee shall ensure that the action:
- i) is in compliance with the other provisions of this Restated Declaration;
 - ii) shall be made in a workmanlike manner; and
 - iii) shall be architecturally compatible with the rest of the Property.
- i) A member of the Architectural Control Committee is not entitled to any compensation for services performed pursuant to these covenants and restrictions.
- j) A majority of the members of the Architectural Control Committee constitute a quorum, and the action of a majority of a quorum constitutes the action of the committee.
- k) The Architectural Control Committee may delegate authority to enforce the rules, covenants, conditions, and restrictions described in the association's Governing Documents to the association officers, agents, and authorized representatives.
- l) The Architectural Control Committee shall have the power and authority to take such action as it deems necessary to keep any portion of the Property and exterior of any structure maintained so that the same complies with the Restated Declaration. In connection therewith, the committee may notify an Owner of a portion of the Property of any violation hereunder, and after due notice, if the owner fails to correct such violation, then in such event, the Architectural Control Committee shall cause the necessary corrections to be made and compliance hereunder to be undertaken and the cost and expenses thereof shall constitute a lien against the said real property in the manner and nature that trust deeds or mechanics liens are foreclosed and shall also have an action at law against the Owner for the amounts involved.

4.5 Enforcement Authority and Duties.

- a) The Board shall enforce the rules, covenants, conditions, and restrictions described in the association's Governing Documents, and in conformance with the business judgment rule.
- b) The Board may delegate authority to enforce the rules, covenants, conditions, and restrictions described in the association's Governing Documents to the Architectural Control Committee, association officers, agents, and authorized representatives.

- c) The Board shall have authority to adopt, amend, and repeal Association Rules, consistent with this Restated Declaration, governing the Planned Unit Development, including the use of the Common Improvements.
 - d) During reasonable hours, and with prior approval if the home is occupied, which approval may not be unreasonably withheld, any member of the Architectural Control Committee, member of the Board, association officers, agents, or authorized representatives, shall have the right to enter upon and inspect any site, Lot, improvement, or building under construction to ascertain whether or not the provisions of the restrictions of the Board of the Association have been or are being complied with.
 - e) Board members and officers shall return Owner telephone calls or respond to Owner e-mails in a timely manner, which normally shall be within 24 hours.
- 4.6 Limitation of Liability and Indemnification. A member of the Board, Architectural Control Committee, or any of their officers, agents, or authorized representatives acting in good faith may not be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its officers, representatives, and employees, the Board, any committee, or the Managing Agent. The Association shall defend and indemnify any member of the Board or Architectural Control Committee from and against any losses, claims, costs, causes of action or other expenses deriving from the member's duties, responsibilities, or service on the Board or Architectural Control Committee provided such member was acting in good faith.

ARTICLE V ASSESSING FINES

- 5.1 Fines; Authorization. The Board is authorized to assess a fine against Owners who violate provisions of this Restated Declaration, the Association Bylaws, or the Association Rules and Regulations (collectively referred to in this Article V as "Rules"). The assessment of a fine shall be in accordance with the provisions of the Utah Community Association Act, Utah Code Annotated, section 57-8a-208, and the provisions of any Rules adopted by the Board. Each fine shall be in the amounts described in the attached Exhibit "C", or in another rule properly adopted by the Board. Exhibit "C" may be modified by the Board without the need to record an amendment to this Restated Declaration, by following the process outlined in this Restated Declaration and in Utah Code §57-8a-217. The process the Board must follow when assessing a fine is described below.
- 5.2 Written Warning of Violation. Before assessing a fine, the Board shall provide a written warning of the violation to the Owner informing the Owner that a fine will be imposed if the violation is not cured as stated in the written warning. The written warning shall:
- a) describe the violation;
 - b) state the Rule or provision of the governing documents that the Owner's conduct violates;
 - c) state that the board may, in accordance with the Utah Community Association Act, Utah Code Annotated, section 57-8a-208, assess fines against the Owner if (i) the violation is not cured (within the time required for a continuing violation), or (ii) if a similar violation is committed again within one year after the day on which the board gives the Owner the written warning or assess a fine against an Owner; and
 - d) for a continuing violation, state a time that is not less than 48 hours after the day on which the Board gives the Owner the written warning by which the Owner shall cure the violation.

- 5.3 Repeat Violations. If a violation is temporarily cured or stopped, but the same violation is repeated by the same Owner or their tenant within one year from the date a written warning is first served or fine is assessed on the Owner or tenant, the Board shall not be required, prior to assessing a fine or an additional fine, to serve another written warning upon the Owner or tenant within the one year period, but may rely upon the notice provided in the first written warning.
- 5.4 Time to Cure. For a continuing violation, the violation must be cured within a time that is not less than 48 hours of the written warning that is delivered to the Owner or the tenant, unless such time period is extended by the Board for good cause. The member of the Board or their agent that serves the written warning on the Owner shall write on the notice the (a) date and time the written warning was served on the Owner or tenant, and (b) the date and time by which the violation must be cured (if the violation is a continuing violation). If an Owner repeats the violation within one year after receiving the written warning or fails to cure a continuing violation within the time required but less than one year after receiving the warning, the Owner may be assessed a fine.
- 5.5 Fines. The Board may assess a fine against an Owner if (a) within one year after the day on which the Board gives the Owner a written warning, the Owner commits another violation of the same Rule or provision identified in the written warning, or (b) for a continuing violation, if the Owner does not cure the violation within the time period that is stated in the written warning. If the violation is fully and completely cured within the time provided in the written warning and is not repeated within one year of the time the written warning is first served on the Owner, no fine may be assessed by the Board.
- 5.6 Additional Fines. The Board may, without providing an additional written warning, assess an additional fine against an Owner each time an Owner (1) commits a violation of the same Rule or provision within one year from the day on which the board assesses a fine against an Owner for a violation of the same Rule, or (2) allows a violation to continue for 10 days or longer after the day on which the Board assesses the fine. Additional fines shall be assessed according to the amount stated in the Rules for multiple violations.
- 5.7 Manner of Providing Written Warning and Fine. The written warning of a violation of the Rules of the association and the written notice of a fine imposed by the Board may be provided to the Owner in any one or more of the following ways:
- a) Delivering a copy to the Owner personally; or
 - b) Sending a copy through email, first class mail, certified or registered mail (at the discretion of the Board), addressed to the Owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation; or
 - c) Leaving a copy with a person of suitable age and discretion at the Owner's unit; or
 - d) Affixing a copy in a conspicuous place on the unit or residence; or
 - e) If the person committing the violation is a tenant of the Owner, by delivering a copy to the owner and the tenant residing in the unit in any manner described in the preceding four subparagraphs.
- 5.8 Non-Owner Occupied Units: Renters & Guests. In cases where the unit is not occupied by the Owner and the violation of the Rules is committed by a resident residing in the unit, the Owner and tenant shall be jointly and severally liable for the failure of the tenant to cure a violation of the Rules. For purposes of the lease between the Owner and the tenant, the provisions of the Rules and these community Rules shall be incorporated by reference into the terms of the lease and the Owner may collect from the resident any fines the Owner becomes obligated to pay by virtue of the tenant's actions. Residents (defined herein as renters, tenants, guests of Owners or renters, and any person

who temporarily or permanently lives in a unit, but excluding Owners), are subject to the Rules adopted by the Association. Owners are ultimately responsible for the activities of Residents who reside in, visit, or in any manner use their unit and the Common Improvements. Any fine assessed against a Resident or Owner shall be joint and several liability of the Resident or Owner as authorized in UCA § 57-8a-218 (2)(b)(iii)(B). Because Residents are subject to the provisions of the Association's Rules, Residents are also subject to fines in the same manner as a Owner. Any fine assessed against a Resident may be collected by the Owner from the resident. If a Resident violates a Rule, both the Resident and the Owner may be served a written warning as provided above. It shall be the responsibility of the Owner to see that the Resident cures the violation within the time allotted. Failure of the Owner to have the Resident timely cure the violation shall subject the Owner to the fine as provided herein as if the Owner committed the violation.

- 5.9 Board Action. Any action by the Board involving a written warning or a notice of fine may be taken by the Association's managing agent or by any officer of the Board if so authorized or later ratified by a quorum of the Board, consisting of 50% or more of the Board present at a meeting either in person or by telephone conference, or if not present at a meeting, members consenting to the action after conferring with a majority of the other members of the Board.
- 5.10 Violations for Which a Fine May be Assessed. A fine may be assessed for the violation of (a) any provision of this Restated Declaration or the Association's Bylaws, or (b) any rule listed on Exhibit "C", which is attached and incorporated by this reference. The list of violations of a rule or regulations listed on Exhibit "C" may be modified by the Board, without the need to record an amendment to this Restated Declaration, pursuant to their power to enact rules governing conduct within a project as contained in this Restated Declaration. Only those violations listed on Exhibit "C" and those violations of and additional rules adopted by the Board are the offenses which are subject to a fine. Exhibit "C" may be used to incorporate provisions in the Governing Documents for which a violation may be assessed.
- 5.11 Continuous Violations. Each 3-day period during which a violation of the Governing Documents of the Association, the Rules of the Association, or the Rules listed on Exhibit "C", continues after the time period expires during which the Owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in Exhibit "C". The violation of a provision in the Rules or a provision listed on Exhibit "C", which is temporarily cured within the time period required in the written warning, but which is repeated or violated again within one year of the date the original written warning was served or fine was assessed, is deemed to be a continuous violation for which another written warning is not required to be served and for which an additional notice of the fine need not be given to the owner or tenant committing the violation.
- 5.12 Amount of Fines. The amount of a fine for a violation of the Governing Documents, shall be in the amount listed on Exhibit "C". A cumulative fine, which is a fine for a violation that is not timely cured or a fine that is repeatedly assessed due to repeated violations for which a written warning has previously been served, may not exceed \$1,000.00 per calendar month.
- 5.13 Late Fees on Fines not paid. Fines not paid within 10 days of their due date shall accrue interest at the rate of 1% per month until paid and a late fee of \$50.00 for each month the fine remains unpaid. An additional late fee shall be assessed for each and every 30-day period the fine remains unpaid after it is due. No interest or late fees may accrue until 10 days after a hearing (if requested by the Owner) has been conducted and a final decision has been rendered by the Board.
- 5.14 Protesting the Fine. A Owner or tenant who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed (which is the date written

on the notice of fine). The Lot Owner protesting the fine shall request the informal hearing by delivering a written request to any member of the Board stating the grounds for the protest or dispute and setting forth in detail the following:

- a) the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
 - b) the facts relied upon by the protesting Lot Owner with respect to the violation or non-violation of the Rules.
 - c) the amount of the fine the Lot Owner claims should be paid and the reasons supporting that claim; and
 - d) any errors made by the Board in calculating, assessing, or collecting the fine.
- 5.15 Informal Hearing. Within 21 days of receiving the written request for hearing, the Board shall schedule an informal hearing at which time the requesting Lot Owner or tenant will be given an opportunity to present evidence and witnesses supporting the Lot Owner's position. The Board shall allow the Lot Owner, committee members, or any other person involved in the hearing to participate in the hearing by means of electronic communication. No formal rules of evidence will be required, and the Board can receive the evidence submitted by the requesting Lot Owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting Lot Owner, the Board may also produce evidence supporting its decision to fine the Lot Owner. However, the intent of the hearing is to listen to the violating Lot Owner's explanation for his or her behavior or activities and not to have a trial. The Board may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.
- 5.16 Decision of the Board. The Board may, after the requesting Lot Owner has had the opportunity at the hearing to present the evidence desired, may either:
- a) leave the amount of the fine as originally stated;
 - b) reduce the fine to an amount agreed upon by a majority of the Board present at the hearing;
 - c) reduce the fine to an amount agreed to by the offending Lot Owner with the agreement that the offending Lot Owner will pay the fine within 10 days and not appeal the fine in a court of law;
 - d) suspend all or a portion of the fine conditioned on the Lot Owner not repeating the violation for one year; or
 - e) forgive the fine.
- The Board shall render its written decision no later than ten (10) days after the date of the hearing.
- 5.17 Appeals. A Lot Owner may appeal a fine by initiating a civil action within 180 days after:
- a) a hearing has been held and a final decision has been rendered by the Board, or
 - b) the time to request an informal hearing has expired without the Lot Owner making such a request.
- 5.18 Lien. A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the Lot Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A. § 57-8a-301.
- 5.19 Promulgation of Additional Rules and Fines. The Board is authorized to adopt and to amend the administrative Rules as may be necessary or desirable to ensure the project is maintained and used in a manner consistent with the interests of the Lot Owners, to protect and enhance the quality of

life in the Association, to protect the property values of the units, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the annoyance, disturbance and nuisance of others. The method by which the Board may adopt new Rules shall be as follows:

- a) New Rules shall be adopted at a regular or special meeting of the Board and in conformity with existing law. The Rule shall be in writing and voted on and approved by a majority of the members of the Board. If the violation of the new Rule shall have a fine associated with it, the amount of the fine shall be stated in the Rule and included in Exhibit "C".
 - b) Prior to the new Rule becoming enforceable, the Board shall cause to be delivered, personally, by email, or by regular U.S. mail, a copy of the new Rule to each Lot Owner. If a Lot Owner is not living in his unit, the Board shall cause to be delivered to the tenant of that unit, or posted to the door of the unit, a copy of the new Rule. In addition, the Board shall cause to be delivered a copy of the new Rule, personally, by email, or by regular US mail to the address of record of the absentee owner. The new Rule shall become enforceable five (5) days from the day it is mailed or emailed to each Lot Owner or posted on the door of an absentee Lot Owner.
 - c) Rules adopted in this manner shall deal only with the health, safety or welfare of association residents or property. Rules adopted by the Board may also be used to clarify provisions in the Declaration, Bylaws, or Rules and Regulations, or to change the amount of a fine associated with the violation of a Rule.
 - d) Rules adopted by the Board shall have the same force and effect as Rules contained in the Declaration, Bylaws, or other Rules adopted by the Association (including those Rules listed in the attached Exhibit "C"), including the power to collect fines from those who violate these Rules.
- 5.20 Severability. If any phrase contained in this Article or provision of this Article, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Article, or the phrase or paragraph in which it is contained, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

ARTICLE VI ASSESSMENTS

- 6.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming, vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the special and reimbursement Assessments, annual and special Assessments and the Owner's pro rata share of all taxes levied on the assets owned by the Association, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the Assessment falls due. An Owner may not exempt himself or his Lot from liability for payment of Assessments by waiver of his rights or interest in the Common Improvements or by abandonment of his Lot. In a voluntary conveyance of a Lot, 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 attorney's fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the

amounts paid by the grantee therefore.

- 6.2 Purpose of Assessments. Assessments levied by the Association shall be used for the purpose of constructing, maintaining or promoting the beauty and integrity of the Common Improvements and the health, safety and welfare of the residents of the Planned Unit Development. The use made by the Association of funds obtained from Assessments includes, but is not limited to, payment of the cost of: constructing, maintaining and repairing of the Common Improvements; establishing and funding of a reserve to cover major repair of the Common Improvements; paying taxes and insurance on the Common Improvements; and performing any duties or responsibilities of the Association as outlined in this Restated Declaration. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Improvements that require replacement on a periodic basis.
- 6.3 Basis and Maximum of Annual Assessments. The current annual Assessment is:
- i. CLASS A: \$1,000.00 annually;
 - ii. CLASS B: \$1,000.00 annually, plus landscaping maintenance costs and any special allocations as described under Section 6.8, billed as necessary.
- a) Except for the amounts assessed to Class B owners pursuant to Section 6.8 below, all Owners shall pay equal annual assessments. The annual assessment may be increased or decreased effective January 1 of each year by the Board without a vote of the membership, provided that any such increase may not be more than 20% of the previous year's Assessment. Such assessment shall continue in effect for the following 12 months, which period shall be deemed to be the Assessment period.
- b) The annual Assessment may be increased or decreased by the Board in an amount greater than provided for in subsection 6.3(a), above, hereof for the next succeeding 12 calendar months, and at the end of each such period, for each succeeding period of 12 months, provided that any such change shall have the approval by vote or written assent of a majority of the voting power of all Owners. Written notice setting forth the purpose of such meeting shall be sent to all owners at least 10 but not more than 30 days prior to the meeting date.
- 6.4 Special Assessments. 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 monthly Assessments; or (b) the cost of any construction, reconstruction, or required addition to or replacement of the Common Improvements. Any such special Assessment must be assented to by a majority of the votes entitled to be cast by Owners, present in person or represented by proxy, at a meeting duly called for the purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least 10 but not more than 30 days prior to the meeting date.
- 6.5 Quorum Requirements. The quorum at any meeting required by Section 6.3 or 6.4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in section 6.3 and 6.4 above) at which a quorum shall be one-half of the quorum, which was required at the immediately preceding meeting. A subsequent meeting may not be held more than 45 days following the immediately preceding meeting.

- 6.6 Special Assessment of Specific Lot. In addition to the Assessments and special Assessments authorized by Section 6.3 and 6.4 above, the Board may levy at any time special Assessments on any Lot, if the Owner, occupant, or invitees of the same have caused any damage to the Common Improvements necessitating repairs. The aggregate amount of any such special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs and fees, including attorney's fees, and shall be allocated among the affected Lots according to the 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.
- 6.7 Uniform Rate of Assessment. All monthly and special Assessments authorized by Section 6.3 and 6.4 above shall be fixed at a uniform rate for all Lots in each class.
- 6.8 Phase 3, 5, and 6 Special Allocation of Assessments. Notwithstanding the foregoing paragraph 6.7, a proportionate share of the costs of landscaping and related repairs and maintenance of the Limited Common Areas and Non-Building Areas which are appurtenant to the Units comprising Phases 3, 5 and 6, shall be prorated and assessed only to said Units (as opposed to the overall costs of care, maintenance and repair of Common Facilities which serve all Lots substantially equally, such as entry signs, swimming pools, gardens, pathways, if any, which shall be equally assessed to all Lots pursuant to Section 6.7 above).

For the purpose of performing any maintenance, repair or replacement as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to the Common Facilities or to other Dwellings, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Restated Declaration, the Association (and its agents and employees) shall have an irrevocable easement over and onto all portions of the Common Improvements, Limited Common Areas and Non-Building Areas.

- 6.9 Effects of Non-payment; Remedies. Any Assessment not paid when due, shall, together with interest and costs of collection, constitute and remain a continuing lien on the affected Lot. If any Assessment is not paid by the date on which it becomes due, then the Association may assess a \$30 late fee. If any Assessment is not paid within 120 days of the date it becomes due, then (a) the amount thereof shall begin to bear interest at the rate of 1½% per month (the Association may, at its option, compound interest), and (b) the Association may begin to assess a \$30.00 per month late fee. Furthermore, the Association may bring an action against the Owner or may foreclose its lien against the Lot, or both. The Association shall be entitled to recover all of its costs and expenses, including reasonable attorneys' fees, court costs, and every other expense incurred by the Association in enforcing its rights.
- 6.10 Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all Assessments respecting such Lot are current, and if not, the amount of the delinquency. Such certificate shall be conclusive in favor of any person who relies thereon in good faith.
- 6.11 Subordination of Lien to Mortgages. The lien on the Assessments provided herein shall be subordinated to the lien of any Mortgage to a bank, savings and loan association insurance company or other institutional lender. A sale or transfer does not relieve any Lot from the lien of any unpaid Assessments or any Assessments thereafter becoming due.

**ARTICLE VII
RESERVE ACCOUNT AND REINVESTMENT FEE**

- 7.1 Reserve Account. The Board shall establish a reserve account to fund long- term maintenance of Common Improvements. The Board shall follow any statutory requirement to conduct a reserve analysis and utilize such reserve analysis in making decisions regarding the funding of a reserve account. The Board shall not be personally liable for failure to fund the reserve unless willful or intentional misconduct is proven in a court of law.
- 7.2 Adoption of Reinvestment Fee. The Association hereby adopts a Reinvestment Fee. The Reinvestment Fee shall be paid by the purchaser of a Lot whenever a unit is sold, transferred or conveyed to a new owner.
- a) Amount of Reinvestment Fee. The Reinvestment Fee shall initially be in the amount of .1% of the value of the Lot being sold, transferred, or conveyed. In no event shall the Reinvestment Fee exceed the amount of 0.5% of the value of the unit being sold, transferred, or conveyed.
 - b) Reinvestment Fee Adjustment. If the Board determines a change in the Reinvestment Fee is warranted, the change must be voted upon by the Owners in an annual or a special meeting. The change to the Reinvestment Fee will be approved if the Owners casting sixty-seven percent (67%) of the votes cast at the meeting vote affirmatively for the adoption of the change. The approved Reinvestment Fee shall then be filed for record in the office of the Davis County Recorder as an amendment to the Restated Declaration, in the form of a Board resolution, setting forth the amount of the new Reinvestment Fee. The Reinvestment Fee shall not be adjusted more than once in a 12-month period.
 - c) Runs with the Land. The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit “A”, and is intended to bind successors in interest and assigns of the real property described in Exhibit “A”, attached hereto.
 - d) No Additional Reinvestment Fees. The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit “A”, attached hereto.
 - e) Duration. The duration of the Reinvestment Fee covenant is for a period of 50 years.
 - f) Purpose. The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association’s Common Areas and the other areas the Association is required to maintain.
 - g) Exceptions. The Reinvestment Fee shall not be enforced in the following circumstances or situations:
 - i) an involuntary transfer;
 - ii) a transfer that results from a court order;
 - iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;

- iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution;
- v) when the purchasing Owner is moving from a home within the Project that the Owner sold no more than six-months prior to moving into the newly purchased home; or
- vi) the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$250.
- vii) The Reinvestment Fee shall be due and payable by the transferee to the Association at the time of the transfer giving rise to the payment of such reinvestment fee and shall be treated as an individual Assessment for collection purposes.

ARTICLE VIII MAINTENANCE

- 8.1 Repair and Maintenance Rights and Duties of Owners. Except for those portions of the Common Improvements, Limited Common Area and Non-Building Area which the Association is required or elects to maintain and repair, each Owner shall, at the Owner's sole cost and expense, paint, maintain and repair all exterior surfaces, including roofs, soffit, fascia, and the exterior structural components, doors, trim, glass surfaces, interior and non-structural components of their Dwelling, keeping the same in good condition, and shall repair all damage to the Common Improvements, Limited Common Area and Non-Building Area for which the Owner is liable. Additionally, each Owner shall, at the Owner's own cost, maintain, repair and replace, as necessary, all utilities serving their Dwelling from the point at which such service separates from common service lines.

An Owner may not, except with written prior approval of the Board, provide or add a feature, decoration, structure, improvement, or item of any kind to any common area, the Common Improvements, Limited Common Area, or Non-Building Area. Prior to approving the improvement, the Board shall provide notice of the proposed improvement to affected Owners, an opportunity to comment, and notice of a hearing, if any is held. The approval shall specify the repair and maintenance rights and duties of the Owner and Association with respect to the improvement. An Owner who provides an improvement to the Common Improvements, Limited Common Area, or Non-Building Area without prior written approval shall be liable for all remedy costs imposed by the Board, including a special Assessment of a specific Lot described above. This paragraph does not apply to temporary seasonal decorations.

All repairs, maintenance and rebuilding conducted by the Owners shall be in a manner consistent with the original, approved plans for the Dwelling. In the event of a dispute between Owners with respect to the need for or the nature of the required repair or maintenance of a Dwelling, (or with respect to the sharing of the cost thereof in the case of the Owners of Twin Homes), then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties and the costs thereof shall be an Assessment to the Owner of the subject Dwelling.

- 8.2 Owner's Rights and Duties with Respect to Common Walls. The Owner of any Dwelling which shares a common wall with another Dwelling shall be deemed to own the one-half of the wall nearest the Owner's Dwelling, and shall have an exclusive and perpetual easement over the remainder of the common wall for support and maintenance. Any such common wall shall be

deemed a structural component of the building in which it is located and shall therefore be maintained by the Unit Owners jointly and severally, subject to an Owner's responsibility to repair damage caused by negligence or willful misconduct.

ARTICLE IX USE RESTRICTIONS

- 9.1 Common Improvements. The Common Improvements shall be used only in a manner consistent with their community nature and shall be improved and used for the following purposes:
- a) Beautification of the Development;
 - b) Privacy and security for the owners and occupants of the Planned Unit Development;
 - c) Vehicular and pedestrian access to and from and movement within the Development;
 - d) Open space and recreation.
- 9.2 Land Use and Building Type. All property shall only be used for residential purposes. A building may not be erected, altered, placed or permitted to remain on any property other than one detached Single Home or Twin Home that does not exceed the height indicated on the Planned Unit Development plat pertaining thereto, and one additional building (accessory building) which may be used as a shop, garage, guest house or additional storage area, if approved by the Architectural Control Committee, and subject to the other terms and conditions outlined in this Restated Declaration. Every dwelling shall have as a minimum a fully enclosed two car garage, which, if detached from the home, shall constitute the accessory building.
- 9.3 Architectural Control. All buildings, changes, alterations and additions of and to the Property shall:
- a) be made in a workmanlike manner;
 - b) be architecturally compatible with the rest of the Property; and
 - c) meet the Architectural Control Committee requirements.
 - d) be completed in a reasonable timeframe, as determined by the Architectural Control Committee.
- 9.4 Building Size and Construction. No building in excess of two stories shall be permitted. All residential buildings on the Property shall comply with the following minimum habitable floor areas, exclusive of porches, decks and garages:
- a) One-story structures, with or without basements shall have a minimum habitable ground floor space of 1,800 square feet on the main floor. For purposes of this subsection, for Lots in Plats 3, 5 and 6, the square footage of the garage area shall be included in the calculation.
 - b) Split level structures shall have a total habitable floor space of 2,600 square feet; and a floor may not be more than four feet below the outside grade.
 - c) Two story structures shall have a minimum habitable space of 1,600 square feet on the first

floor, and a minimum habitable space of 1,200 square feet on the second floor.

- d) Exterior building surfaces shall be finished with stucco, rock, brick and some limited use of wood exclusive of roofs, doors, eaves and soffits and as approved by the Architectural Control Committee.

9.5 Building Location. All dwellings shall, as a minimum, meet Layton City's required setbacks for the zoning so designated. In addition:

A structure not used as a dwelling or garage which is located more than six feet from a Dwelling Unit on the Lot and at least 60 feet from the front street line and a side street line may be located no more than three feet from a side lot line, provided further that no such structure shall be located closer than 10 feet to any residential structure on any other lot and such structure shall be constructed using the same basic appearance and building materials as the dwelling. Eaves, steps and open portions may not be considered as a part of a building provided, however, that this exception may not be construed to permit any portion of a structure on a Lot to encroach upon any other Lot.

The setback requirements of this Section 9.5 may be altered on any Lot after review of the home and Lot plans by the Architectural Control Committee but only at the reasonable discretion of the Architectural Control Committee based on each individual need and in accordance with Layton City's designated zoning setback requirements and/or granted variances by the City.

9.6 Temporary and Other Structures. A structure of a temporary nature, trailer, basement house, tent, shack, garage, barn or other building may not be used at any time as a residence, either temporarily or permanently, nor shall said structures be permitted on the Property at any time. All dwellings and other buildings to be erected on the Property shall be new construction, architecturally compatible and of good quality workmanship and materials. This does not preclude the use of certain used components, which may contribute to the aesthetics of a particular building.

Any damage inflicted during construction by the Owner and/or agents or contractors of same shall be repaired within 45 days after such damage is discovered. The expense of the repair shall be the joint and several obligation of the Owner and the party causing such damage.

9.7 Lights and Exterior Fixtures.

- a) Yard lights or exterior lights, mailboxes, window shades, awnings, planters, window guards, antennas, light fixtures, air conditioning devices or other similar items may not be installed outside the interior of any building on the Property without the prior written consent of the Architectural Control Committee.
- b) Satellites and Antennae. One (1) small and inconspicuous satellite dish antenna having a diameter of 30" or less, which is installed on a Dwelling and is integrated with the Dwelling structure and surrounding landscape, shall be permitted upon a Dwelling. However, no such dish or antenna may be installed without the prior knowledge and approval of the Board. Owners must inform the Board in advance of any scheduled installation. The Board, or its agents or designees, have the right to observe, supervise and approve the installation process. Unless otherwise approved by the Board, the satellite shall be located the rear roof of the Dwelling. If no signal is available on the rear roof, a satellite may be located on the side of the Dwelling, so long as the satellite is as close to the rear of the Dwelling as reasonably possible. All wiring must be concealed. A satellite dish larger than 30" in

diameter, or any dish which is not installed on a Unit and integrated with the surrounding landscaping may be approved by the Board on a case-by case basis. The location and screening of the satellite dish shall be specified by the Board to ensure that the satellite dish is not visible from the street, if possible. Notwithstanding anything to the contrary, any unapproved satellite dish antenna having a diameter of more than 30", and all other microwave dish antennae, satellite dish antennae, exterior radio antennae, television antennae, or other electronic signal receiving or transmitting equipment are prohibited within the Project; provided, however, that to the extent any of the provisions hereof are contrary to any laws, rules or ordinances of any governmental entity that are applicable to the Project, those laws, rules or ordinances shall take precedence.

- c) Heating, cooling or air conditioning units may not be installed on the roof of any building or improvement. Window air conditioners or portable units of any kind may not be installed in any buildings.

9.8 Solar Panels. These solar panel restrictions are applicable to any solar panel system installed after the date this Restated Declaration is recorded in the office of the Davis County Recorder. They are meant to comply with the restrictions found in Utah Code §57-8a-701.

- a) Definition. As used herein the term "Solar Panel" shall mean a panel designed to absorb the sun's rays as a source of energy for generating electricity or heating.
- b) Installation Conditions. Owners of Lots within the Peacefield subdivision may install Solar Panels within the Subdivision only when they comply with the requirements herein and receive prior written approval from the Committee. The installation of Solar Panels must comply with the following requirements:
 - i) The installation of Solar Panels constitutes an exterior modification that impacts the appearance of the residences within Peacefield. Accordingly, plans and specifications showing the nature, kind, height, materials, color, specific location and the licensed installer of proposed Solar Panels must first be submitted to and approved in writing by the Architectural Committee before any Solar Panel installation work commences.
 - ii) Solar Panels may only be installed on the roof of a residence and must be laid parallel to the surface of the roof.
 - iii) Solar Panels installed on the roof of a residence may not extend beyond the roof line of the residence.
 - iv) When Solar Panels are installed on a roof they must be installed on a part of the roof that is not visible from the street that fronts the Lot upon which the Solar Panels are being installed.
 - v) Any Solar Panels, as well as any supporting brackets or visible piping or wiring, must be black in color (or, upon written approval from the Committee, must match the color or shade of the existing shingles).
 - vi) The Owner desiring to install Solar Panels must obtain all applicable governmental permits prior to the start of any Solar Panel installation.
 - vii) Solar Panels must be installed in accordance with applicable building codes and city

ordinances.

- viii) As required by Utah law (Utah Administrative Code R156-55a-301) Solar Panels must be installed by a Utah licensed “solar photovoltaic contractor” who is currently certified by the North American Committee of Certified Energy Practitioners (NABCEP).
 - ix) Solar Panels must be properly maintained, repaired, and replaced at the Owner's sole expense.
 - x) If at any time a Solar Panel on a residence ceases to function, is damaged, or is broken or disfigured, the residence Owner shall promptly replace the Solar Panel or remove it from the roof, repair any damage to the roof and restore the roof to its original appearance.
- c) Review Costs. The Committee may require any Owner who desires to install Solar Panels on a Lot to pay any reasonably costs or expenses incurred by the Association to review an application to install the Solar Panels.
 - d) Solar Energy System’s Production and Cost. If an Owner desires to install Solar Panels, but discovers that any of the restrictions contained in paragraphs 9.8(b)(ii) or 9.8(b)(iv) above would decrease the Solar Panel’s energy production by 5% or more, or increases the cost to install the Solar Panels by 5% or more, the Owner who desires to install the Solar Panels shall submit a written request to the Committee indicating that the Owner desires to install Solar Panels, and identifying which restriction would decreased the Solar Panels production or increased the installation cost by more than 5%. The Committee will then work with the Owner to modify the restriction in a way that will not decrease the Solar Panel’s production or increase the installation cost by more than 5%.
 - e) Responsibility and Enforcement. Any subsequent owner of a residence upon which Solar Panels have been installed shall be responsible for any violation of the requirements contained herein. Furthermore, if legal counsel to enforce the provisions herein against any Owner, that Owner shall be required to reimburse the party bringing the action for its reasonable legal costs and attorney fees.
 - f) Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

9.9 Signs.

- a) A billboard of any character may not be erected, posted, painted or displayed on or about the Planned Unit Development except for any sign relating to the development of Peacefield Planned Unit Development.
- b) A sign, except a “For Sale” sign of customary and reasonable dimensions and design, may not be erected or displayed upon or about the Planned Unit Development unless and until the form, dimensions and design of said sign have been submitted to and approved by the Architectural Control Committee.
- c) Temporary welcome signs and signs for political candidates (no larger than nine square

feet) are allowed. Signs for political candidates may only be displayed in the month before an election and must be removed in a timely fashion after the election.

- d) The Architectural Control Committee may remove signs that it determines to violate the provisions of the Governing Documents, including “For Sale” signs determined by it to be contrary to customary and reasonable dimensions and/or designs.
- 9.10 Business and Commercial Activities. Commercial or business activities, except home occupations as may be permitted by Layton City Ordinances, may not be engaged in or conducted on the Property.
- 9.11 Animals, Livestock and Poultry. Animals, livestock, or poultry of any kind may not be raised, bred, or kept on the Property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the Property. Such animals as are permitted hereunder shall be strictly controlled and kept pursuant to Davis County ordinance.
- 9.12 Sanitation and Health. Any portion of the Property may not be used or maintained as a dumping ground for garbage or other waste. Such trash, rubbish, garbage or other waste may not be kept except in sanitary containers. Each portion of the Property shall be kept free of trash, refuse, weeds, underbrush and unsightly growth by the Owner of such portion of the Property. An Owner may not allow any unsightly, unsafe, or dangerous conditions to exist on the Owner’s Lot.
- 9.13 Sight Distance at Intersections and Corners. A fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two and six feet above the roadways may not be placed or permitted to remain on any portion of the Property, at street corners or curves within the triangular area formed by the front and side lines of such portion of the Property. Sightline limitations shall apply on any portion of the Property within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. A tree may not be permitted to remain within such distances of intersections or obstructions of sightlines.
- 9.14 Parking. The following shall govern parking within the Association along with other requirements as may be added to the Rules and Regulations. Streets that are part of the Common Improvements or owned by the Association are Poets Rest and Wilcox Way. All other streets are public streets.
- a) Motor vehicles (passenger automobiles and light-duty trucks) should be parked within garages or driveways.
 - b) Other vehicles, including, but not limited to trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three-wheel motor vehicles or other wheeled vehicles may not be parked or stored on the Property except in a closed garage.
 - c) Owners may have a period of up to 48 hours to load or unload recreational vehicles.
 - d) Other vehicles may not be parked or stored on the street in front of any Lot if said street is part of the Common Improvements. All motor vehicles parked on streets that are part of the Common Improvements shall be moved within each 24-hour period.
 - e) All vehicles that are inoperable may not be permitted to accumulate upon Lot or on any

street. A vehicle, or any portion thereof, may not be dismantled, rebuilt, serviced, repaired or repainted on or in front of any Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots.

- f) Parking on public streets within the Association shall be governed and controlled by applicable Layton City code.
- 9.15 Nuisances. A noxious or offensive activity may not be carried out on any lot nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. A Lot or improvement thereon may not be used for any illegal purpose.
- 9.16 Soils Test. Each owner shall obtain a soils test and recommendation on foundation from a Utah registered engineer prior to constructing any improvements on a Lot.
- 9.17 Landscaping.
- a) An Owner shall substantially complete the landscaping of the Owner's front yard within 150 days of the date of occupancy and the back yard within one year of the date of occupancy.
 - b) All front and back yard landscaping plans are subject to prior approval by the Architectural Control Committee.
 - c) Upon approval and/or completion of the landscaping plan pursuant to this section, a healthy tree may not be removed, nor other major landscaping change be made without approval of the Architectural Control Committee, except that all diseased trees and bushes shall be removed by the Owner within a reasonable time after the diseased condition is discovered.
 - d) Each portion of the Property shall be kept free of trash, refuse, weeds, underbrush and unsightly growth by the Owner of such portion of the Property.
- 9.18 Fences and Enclosures. In order to maintain, as nearly as possible, a park-like feeling in the Property, the following shall apply:
- a) Fencing may not be closer to the street than 10 feet behind that portion of the home, which is closest to the street.
 - b) All types of fencing and the location of any fencing shall be approved in writing by the Architectural Control Committee.
 - c) Except as specifically provided for in this Restated Declaration, chain link fencing is not permitted.
 - d) Where chain-link fencing exists along the exterior property at the time this Restated Declaration is executed, such fencing may remain. However, the appearance of such chain link fences shall be minimized or mitigated by landscaping whenever possible.
 - e) For Lots 109-125 & 201-213, fences may not be within 35 feet of the perimeter of the subdivision or within 10 feet of the stream easement shown on the Plat. For Lots 109-125 & 201-213, walls, opaque fences, or enclosed structure marking any boundary lines

between lots may not be permitted. Any other fencing along boundary lines is discouraged; however, an Owner shall have the right to construct an ornamental iron or equivalent fence, with or without masonry or rock columns.

- f) Lot border delineation shall be achieved by landscaping and the use of berms whenever possible. In addition, to the extent possible, privacy screens and other physical definitions shall be achieved through landscaping rather than physical structures.
 - g) Owners of Lots 101-108 and Lots 215 & 401-410 may use opaque perimeter fencing along the perimeter of the subdivision, if approved in writing as to type and color by the Architectural Control Committee.
 - h) Except as specifically approved by the Architectural Control Committee in writing, patio walls, fences, and enclosures not located upon a lot's property lines may not be erected. Enclosures for pets may be erected with the written approval of the Architectural Committee. Pet enclosures may be chain link and may not be higher than six feet.
- 9.19 Planned Unit Development. A Lot may not be divided, subdivided, partitioned, parceled or broken up into smaller lots or units.
- 9.20 Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers as supplied by Layton City. Insofar as possible, such containers shall be maintained so as not to be visible from neighboring lots except on garbage collection day. After collection, containers should be removed from the street as soon as possible, which normally shall be within 24 hours.
- 9.21 Snow Removal from Driveways. Each Owner shall be responsible for snow removal from the driveway (or portion thereof) which is appurtenant to and serves such Owner's Lot or Unit. An Owner may not permit snow from the Owner's own driveway (or portion thereof) to pile, remain or block the roadway, driveway (or portion thereof) serving any other Lot.
- 9.22 Common Improvements.
- a) Golfing, archery, shooting wrist rockets, driving motorized vehicles, firing guns (including pellet, bb, and air guns), and any other dangerous activities are not permitted within Common Improvements.
 - b) The Board may adopt Association Rules and Regulations, consistent with this Restated Declaration, governing the use of the Common Improvements, including rules for dangerous activities, water features, and swimming pool conduct and attire.

ARTICLE X RENTAL RESTRICTIONS

- 10.1 No Rentals. No Lot or Dwelling within Peacefield may be leased unless an Owner qualifies for one of the exceptions listed in Section 10.2 below, however, an Owner may rent a room or a portion of a dwelling if the dwelling continues to be occupied by the Owner. Any leasing based on the exceptions set forth in Section 10.2 must be consistent with the provisions of this Restated Declaration.
- 10.2 Exceptions. The restrictions herein shall not apply:

- a) To an Owner who is a member of the military and is temporarily deployed and by reason of the temporary deployment is required to move from the Lot during the period of temporary military deployment. However, if the Owner moves from their Lot due to a permanent change of station (PCS) the rental restrictions shall continue to apply to that Lot and Owner;
 - b) To a parent, grandparent, or child who is a Lot Owner and leases their Lot to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
 - c) To a Lot Owner who moves for a period of less than three years at least 40 miles away from the Lot by reason of being relocated by the Lot Owner's employer, if relocation of the Owner is necessary for purposes of employment;
 - d) To a Lot Owner who moves at least 40 miles away from their Lot due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases their Lot with the intent to return to occupy the Lot when the humanitarian, religious or charitable service has concluded;
 - e) To a Lot owned by an entity that is occupied by an individual who has voting rights under the entity's organizing documents; and has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
 - f) To a Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - i) the estate of a current resident of the lot; or
 - ii) the parent, child, or sibling of the current resident of the lot.
- 10.3 Grandfather Clause. Those Lots that are occupied by non-Lot Owners in accordance with the most recent Declaration at the time this Amendment is recorded at the Davis County Recorder's Office may continue to be occupied by non-Lot Owners until the Lot Owner sells, conveys or transfers the Lot to another party, occupies the Lot, or an officer, Owner, member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Lot, transfers the Lot to another party or occupies the Lot.
- 10.4 Transfer of Lot. For purposes of section 10.3, a transfer occurs when one or more of the following occur:
- a) there is a conveyance, sale, or other transfer of a Lot by deed;
 - b) the granting of a life estate in the Lot; or
 - c) if the Lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- 10.5 Non-Owner Defined. As used herein, "Non-Owner" or "Non-Lot Owner" means an individual or entity that does not hold any interest in the title to the Lot as shown on the records of the Davis County Recorder.
- 10.6 Violation. Any Lot Owner who violates this Article X shall be subject to a complaint for damages and/or an injunction and Order seeking to terminate the Lease in violation of this Article. If the

Association is required to retain legal counsel to enforce this Article, with or without the filing of legal process, the violating Lot Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Association, in enforcing this Article.

- 10.7 Guest Permitted. Nothing herein shall prohibit an Owner from permitting a guest or visitor from residing in his or her Lot, while the Owner is present.

ARTICLE XI INSURANCE

- 11.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by a company licensed to do business in the State of Utah:

- a) Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive public liability insurance coverage in the sum of no less than \$5,000,000 per occurrence for the Common Improvements, and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage.
- b) Worker's Compensation Insurance. Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.
- c) Fidelity Insurance or Bond & Directors and Officers Insurance. Fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty or employees or the Manager, destruction or disappearance of money or securities, and forgery, and adequate director's and officer's liability insurance (aka Errors and omissions insurance).

- 11.2 Right and Duty of Owners to Insure. The Association shall not be responsible to purchase insurance coverage on the Lots, Dwellings, Single Homes, Twin Homes or Units. It is the responsibility of each Owner to provide such flood, theft, property, fire and casualty insurance to adequately insure the Owner's property, Single Home, Twin Home, Dwelling Lot or Unit, the Owner's personal property and Owner's activities within the Property. Nothing hereby shall preclude any Owner from carrying any public liability insurance as the Owner deems desirable to cover the Owner's individual liability for damage to persons or property occurring inside the Owner's individual Dwelling or elsewhere upon the Property or an individual's Lot. Such policies may not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied. Each Owner shall provide a copy of this Article XI to their insurance agent to make sure they obtain adequate and complete insurance coverage.

- 11.3 Additional Coverage. The provisions of this Restated Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Restated Declaration in such amounts and in such forms

as the Association may from time to time deem appropriate.

- 11.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on the Project 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 XII EASEMENTS

- 12.1 Utilities. Easements for installation and maintenance of utilities and draining facilities, and all other easements are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials that will not damage utilities may be placed or permitted to remain within such easements.
- 12.2 City Services. An easement is hereby granted to Layton City and any other governmental entity or quasi-governmental body having jurisdiction over the property to access and to have the right of ingress and egress over and across open spaces and Common Improvements within the property for purposes of providing police, fire protection, ambulance and other similar services.
- 12.3 Common Wall. The Owner of any dwelling which shares a common wall with another dwelling shall be deemed to own the one-half of the wall nearest the Owner's dwelling, and shall have an exclusive and perpetual easement over the remainder of the common wall for support and maintenance. Any such common wall shall be deemed a structural component of the building in which it is located, and shall therefore be maintained by the Unit Owners jointly and severally, subject to each Owner's responsibility to repair damage caused by its own negligence or willful misconduct.

ARTICLE XIII DISPUTE RESOLUTION

- 13.1 Alternative Dispute Resolution Without Litigation.
- a) Bound Parties. The Association, the Owners, and the officers, directors, managers, members, employees, representatives, agents, successors and assigns of any of the foregoing (collectively, "Bound Parties"), agree that it is in the best interest of all Bound Parties to encourage the amicable resolution of Claims without the emotional and financial costs of litigation or the toll or market taint such litigation can have on the value of the Project and/or the Lots that may be involved or impacted. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 13.2 in a good faith effort to resolve such Claim.
- b) Claims. As used in this Article, the term "Claim" means any claim, grievance, or dispute arising out of or relating to:
- i) The interpretation, application, or enforcement of the Governing Documents;
 - ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or
 - iii) the design or construction of improvements on the Project, other than matters of aesthetic judgment to be determined by the Association or Architectural Control

Committee under the provisions of this Restated Declaration, which shall not be subject to review and shall not be subject to this Article.

- c) Exclusion from Definition of Claims. The following shall not be considered “Claims” unless all Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 13.2:
- i) any suit by the Association to collect assessments or other amounts due from any Owner;
 - ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of Section 4.4 of this Restated Declaration (relating to actions that require approval from the Architectural Control Committee);
 - iii) any suit that does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;
 - iv) any dispute that affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 13.2;
 - v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 13.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim’s statute of limitations to comply with this Article;
 - vi) any suit or dispute involving a governmental entity as a party; and

13.2 Dispute Resolution Procedures.

- a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice (“Notice”) by mail, personal delivery or email to each Respondent and to the Board, stating plainly and concisely:
- i) the nature of the Claim, including the persons involved and the Respondent’s role in the Claim;
 - ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
 - iii) the Claimant’s proposed resolution or remedy;
 - iv) that the person alleged to be responsible for the acts giving rise to the Claim shall have six months to cure or resolve the Claim; and
 - v) the Claimant’s desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.
- b) Negotiation. The 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. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a

representative to assist the parties in negotiating a resolution of the Claim.

- c) Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent mediator providing dispute resolution services predominately in Utah. Each Bound Party shall present the mediator with a written summary of the Claim or will otherwise comply with the mediator's proscribed procedures and requirements for mediating claims.
 - i) Waiver of Claim for Failure to Appear or Participate. If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.
 - ii) Termination of Mediation Proceedings. If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.
 - iii) Costs of Mediation. Each Bound Party shall bear its own costs of the mediation, including attorney fees, and each Party shall pay an equal share of the mediator's fees.

- 13.3 Settlement. Any Claim settlement through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate such proceedings as are necessary to enforce such agreement without the need to comply again with the procedures set forth in this Article. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney fees and court costs.

ARTICLE XIV ENFORCEMENT

- 14.1 Covenants Run Within the Land. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them.
- 14.2 Enforcement. The Owner or Owners of any portion of the Property and/or the Association or its Board shall be entitled to prosecute any proceeding at law or equity, against any person, firm, corporation, or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the above parties, their legal representatives, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive. The prevailing party in an action for the enforcement of any provisions of this Restated Declaration shall be entitled to collect all of its costs and expenses

incurred in any proceeding, including reasonable attorney's fees. Notwithstanding the foregoing, the Board shall exercise its reasonable judgment when deciding when and how to enforce the Governing Documents and may decide not to initiate a lawsuit or take other enforcement action even when the Governing Document have been violated if the Board determines it would be in the best interest of the Association to refrain from taking enforcement action. In such a situation, each individual Owner shall continue to have the right and ability to initiate enforcement action against any other Owner who is violating the Governing Documents.

- 14.3 Construction and Validity of Restrictions. All of the conditions, covenants, and restrictions contained in this Restated Declaration shall be construed together, but if any of its conditions, covenants, or restrictions or any part thereof, is held invalid, or unenforceable, the remainder of this Restated Declaration shall be given effect as provided in Article XVI, Section 2, Severability, below. The owners of the Property, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Restated Declaration, irrespective of the fact that any part of the Restated Declaration be declared invalid or inoperative or for any reason becomes unenforceable.
- 14.4 Conflict with City Ordinances. In the event of a conflict between standards or procedures, established in or under this Restated Declaration and those established by the Layton City ordinances, the more restrictive standard or procedure shall govern.

ARTICLE XV TERM; AMENDMENTS; TERMINATION

- 15.1 Term; Method of Termination. This Restated Declaration shall be effective upon the date of its recording hereof and, as amended from time to time, shall continue in full force and effect for a term of 25 years from the date this Restated Declaration is recorded. From and after said date, this Restated Declaration, as amended, shall be automatically extended for successive periods of 25 years, unless there is an affirmative vote to terminate this Restated Declaration by the then Owners casting 75% of the votes cast by each class of Member at a meeting held for such purpose within six months prior to the expiration of the initial effective period hereof or any 25 year extension. The Restated Declaration may be terminated at any time if 75% of the votes cast by each class of Members shall be cast in favor of termination at a meeting held for such purpose. Anything in the foregoing to the contrary notwithstanding, a vote to terminate this Restated Declaration may not be effective unless and until the written consent to such termination has been obtained, within a period from six months prior to such vote to six months after such vote, from the holders of recorded first mortgages, trust deeds, or of trust to which the Assessment lien is subordinate pursuant to Article VI, Section 11 above, on 75% of the Lots of each class of Member upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the Board shall cause to be recorded with the County Recorder of Davis County, Utah, a Certificate of Termination, duly executed. Thereupon this Restated Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.
- 15.2 Amendments. This Restated Declaration may be amended by recording with the County Recorder of Davis County, Utah, a Certificate of Amendment, duly signed and acknowledged by the Association's President. The Certificate of Amendment shall set forth in full the amendment adopted, and shall certify that Owners casting sixty-seven percent (67%) of the votes at the election voted affirmatively for the adoption of the amendment.

ARTICLE XVI MISCELLANEOUS

- 16.1 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Restated Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.
- 16.2 Severability. If any provision of this Restated Declaration, or the application of any provision of this Restated Declaration to any person or circumstance, is held invalid or unenforceable, the remainder of this Restated Declaration shall be given effect without the invalid provision or application.
- 16.3 Rule Against Perpetuities. If any interest purported to be created by this Restated Declaration would otherwise be unlawful, void or voidable under the Rule against Perpetuities or any related rule, the interest shall be construed as becoming void and of no effect as of the end of the applicable period of perpetuities computed from the date when the period of perpetuities starts to run on the challenged interest; the "lives in being" for computing the period of perpetuities shall be (a) those which would be used in determining the validity of the challenged interest, plus (b) those of the issue of the Board who are living at the time the period of perpetuities starts to run on the challenged interest.
- 16.4 References to the Covenants in Deeds. Deeds to and instruments affecting any Lot or any part of the Planned Unit Development may contain the Covenants herein set forth by reference to this Restated Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.
- 16.5 Gender and Number. Wherever the context of this Restated Declaration so requires, words used in any gender shall include the other genders, words in the singular shall include the plural, and words in the plural shall include the singular.
- 16.6 Captions and Titles. All captions, titles or headings of the Articles and Sections in this Restated Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.
- 16.7 Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Restated Declaration or resolution of the Board to be given to any Owner then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within Layton City or the Planned Unit Development. This Section may not be construed to require that any notice be given if not otherwise required and may not prohibit satisfaction of any notice requirement in any other manner.

[SIGNATURES ON NEXT PAGE]

CERTIFICATION

It is hereby certified that owners holding more than sixty-seven percent (67%) of the voting interests in Peacefield Planned Unit Development have voted to approve this Restated Declaration.

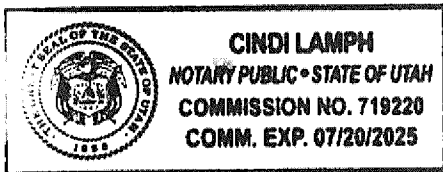
IN WITNESS WHEREOF, this 9 day of MARCH, 2023.

Peacefield Homeowners Association

By: Sally Steed
President

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 9 day of March, 2023, personally appeared before me Sally Steed, the President of the Peacefield Homeowners Association, who duly acknowledged before me that she executed the foregoing instrument for and on behalf of said Association in her authorized and stated capacity.



Cindi Lamp
NOTARY PUBLIC

EXHIBIT “A”

EXHIBIT "A"
LEGAL DESCRIPTION

ALL OF LOTS 101 THROUGH 125, PEACEFIELD PUD PHASE 1, LAYTON CITY, DAVIS COUNTY, UTAH.

[11-458-0101 THROUGH 11-458-0125]

ALL OF LOTS 201 THROUGH 215, PEACEFIELD PUD PHASE 2, LAYTON CITY, DAVIS COUNTY, UTAH.

[11-459-0201 THROUGH 11-459-205 AND 11-459-208 AND 11-459-0210 THROUGH 11-459-0215 AND 11-459-0219 AND 11-459-0220 AND 11-459-0222]

ALL OF LOTS 301 THROUGH 316, PEACEFIELD PUD PHASE 3 AMD., LAYTON CITY, DAVIS COUNTY, UTAH.

[11-556-0301 THROUGH 11-556-0316]

ALL OF LOTS 401 THROUGH 410, PEACEFIELD PUD PHASE 4, LAYTON CITY, DAVIS COUNTY, UTAH.

[11-480-0401 THROUGH 11-480-410]

ALL OF LOTS 501 THROUGH 505 AND LOTS 507 THROUGH 514 AMD., PEACEFIELD PUD PHASE 5, LAYTON CITY, DAVIS COUNTY, UTAH.

[11-569-0501 THROUGH 11-569-0505 AND 11-569-0507 THROUGH 11-569-0514]

ALL OF LOTS 601 THROUGH 612, PEACEFIELD PUD PHASE 6, LAYTON CITY, DAVIS COUNTY, UTAH.

[11-630-0601 THROUGH 11-630-0612]

EXHIBIT “B”

BYLAWS OF THE PEACEFIELD HOMEOWNERS ASSOCIATION

These BYLAWS OF PEACEFIELD HOMEOWNERS ASSOCIATION are effective upon recording of the Restated Declaration in the Davis County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

- A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Restated Declaration and Articles of Incorporation.
- B. These Bylaws are adopted to complement the Restated Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as Peacefield Planned Unit Development and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

- 1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Restated Declaration of Covenants, Conditions and Restrictions of Peacefield Planned Unit Development.

ARTICLE II APPLICATION

All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Restated Declaration, and Rules. The mere acquisition or rental of any of the Dwellings or the mere act of occupancy or use of any said Dwellings or the Common Improvements will signify that these Bylaws, the Restated Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

ARTICLE III OWNERS

- 3.1 Annual Meetings. The annual meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the annual meeting may include the election of Board Members, the distribution of financial reports, presentation of the budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such other business as may come before the meeting. If the election of Board Members cannot be held during the annual meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting. The Board may from time to time by resolution change the month, date, and time for the annual meeting.
- 3.2 Special Meetings. Special meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the

meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 45 days of receipt of the Owner request.

- 3.3 Place of Meetings. The Board may designate any place in Davis County that is reasonably convenient for the Owners as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be held at the office of the Association or its Manager.
- 3.4 Notice of Meetings. The Board shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Dwelling shall be deemed to be the Owner's registered address and notice to the Dwelling address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.
- 3.5 Record Date for Notice Purposes. The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.
- 3.6 Quorum. At any Owner meeting, the number of Owners present, either in person or by proxy shall constitute a quorum for the transaction of business.
- 3.7 Proxies. At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.
- 3.8 Votes. With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown in the Restated Declaration. The affirmative vote of a majority of the

votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Restated Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of a Lot, no vote shall be counted for that Lot. In no event shall fractional or cumulative votes be exercised with respect to any Lot. Only those Owners whose accounts with the Association are not more than thirty (30) days delinquent shall be entitled to vote.

- 3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge inaccuracies and irregularities as stated above shall be waived if no objection is made within thirty (30) days of the date of the meeting.
- 3.10 Action Taken Without a Meeting. Owners 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 Owners in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.
- 3.11 Minutes of Meetings. The Secretary shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this section does not invalidate any action taken at a meeting. Draft meeting minutes for each annual meeting of the Owners shall be made available to all Owners within thirty (30) days of the annual meeting.

ARTICLE IV BOARD OF DIRECTORS

- 4.1 Powers. The Project and the affairs and business of the Association shall be managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Restated Declaration, these Bylaws, the Articles, or the Acts except such powers that the Restated Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.
- 4.2 Number and Qualifications. The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of either three (3), four (4) or five (5) persons, as determined by the Board. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. No two (2) Board Members may reside in the same Dwelling or be business partners if the business is related to their ownership of a Lot. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such person's membership on the Board shall automatically terminate.
- 4.3 Election. The election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restated Declaration. The Association may accept written

ballots for Board Member election voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

- 4.4 Term of Office. The Owners shall elect Board Members for two (2) year terms. The terms shall be staggered and overlap so that elections for Board Member positions are held each year at the annual meeting. Board Members may serve consecutive terms if elected.
- 4.5 Term Limits. A person elected to the Board may be reelected upon completion of a term but may not be elected to serve more than two consecutive terms. This limitation shall not apply if another qualified person does not run for the open position.
- 4.6 Regular Meetings. The Board shall hold meetings at least every other month or more often at the discretion of the Board.
- 4.7 Special Meetings. Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.
- 4.8 Meeting Notice. The person or persons authorized to call Board meetings may fix any place, within Davis County, as the place for holding the meeting and shall provide a conference call-in number for Board Members not able to attend in person. Notice shall be given personally, by email, or by telephone, including text message at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board meetings may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.
- 4.9 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.
- 4.10 Owner Attendance. Any Owner may request notice of Board meetings by requesting such notice from a Board Member and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board Members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak
- 4.11 Open Meetings. Except as provided below in (a) through (f), Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:
 - a) Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
 - b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
 - c) Discuss a labor or personnel matter;
 - d) Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
 - e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or

- f) Discuss a delinquent assessment.
- 4.12 Board Meetings Generally. The Board may designate any place in Davis County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. If a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.
- 4.13 Board Action. Notwithstanding noncompliance with any provision within this Article, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.
- 4.14 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.
- 4.15 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member elected by the Owners may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.
- 4.16 Vacancies. If vacancies occur in the Board for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.
- 4.17 Action Without a Meeting. Board Members have the right to take any action in the absence of a meeting which they could take at a meeting subject to the requirements of Utah Code §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board. Actions taken by the Board may be transmitted to interested parties either by letter or electronically (such as by email or text message).
- 4.18 Waiver of Notice. Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board

Member or Owner of the time, place, and purpose thereof.

- 4.19 Adjournment. The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.
- 4.20 Meeting. A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

- 5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be appointed by the Board. The officers may be, but are not required to be, members of the Board.
- 5.2 Election, Tenure, and Qualifications. The officers of the Association shall be elected by the Board of Directors at the first Board meeting following each annual meeting of the Owners. Each officer shall hold such office until the next ensuing meeting of the Board following the annual meeting of the Owners and until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.
- 5.3 Subordinate Officers. The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Board or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.
- 5.5 Vacancies. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.
- 5.6 President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.
- 5.7 Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board or Owners. The Vice President shall perform such other duties as required by the Board of Directors.
- 5.8 Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Restated Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

- 5.9 Treasurer. The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board.
- 5.10 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

- 6.1 Designation of Committees. The Board may designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.
- 6.2 Proceeding of Committees. Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.
- 6.3 Quorum and Manner of Acting. At each committee meeting, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event fewer than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The committee members shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may only exercise the authority granted to it by the Board.
- 6.4 Resignation and Removal. A committee member may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.
- 6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

- 7.1 Indemnification. In addition to the indemnification provisions and requirements set forth in the Restated Declaration, no Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore

or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to defend, indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

- 7.2 Other Indemnification. The defense and indemnification herein provided shall not be deemed exclusive of any other right to defense and indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are defended and indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The defense and indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.
- 7.3 Insurance. The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to defend or indemnify such person against liability under the provisions of this Article.
- 7.4 Settlement by Association. The right of any person to be defended and/or indemnified shall be subject always to the right of the Association through the Board, in lieu of such defense and/or indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII ELECTRONIC NOTIFICATION

- 8.1 Electronic Notification. Notwithstanding any language to the contrary in the Restated Declaration or the Bylaws, any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
- a) **U.S. Mail.** If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board for the purpose of service of such notice or to the Unit of such person if no address has been given. Such addresses may be changed by Owner from time to time by notice in writing to the Board.
 - b) **Electronic Notice.** If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or amendments thereto may be

sent by electronic means, including but not limited to text message, email, Facebook, Instagram, the Association's website (if any) or any other well-known and widely used electronic means. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When notices are sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms) and the Association shall send notification of all Association meetings and business to the electronic address of the Owners. An Association board member (or their delegate) shall thereafter send an electronic notice, via email or a comparable electronic means, of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the lot owner by mail.

- c) **Personal Notice.** If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Dwelling, or by securely attaching a copy of the notice to the front entry door of the Owner's Dwelling.

ARTICLE IX AMENDMENTS

- 9.1 Amendments by Association. The Bylaws may be amended by the Owners upon the affirmative vote of more than sixty-seven percent (67%) of the voting interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Davis County Recorder. In such instrument the President shall execute the amendment and certify that the vote required by this Section has occurred. If a Lot is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any Owner signature shall be required.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 10.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.
- 10.3 Conflicts. These Bylaws are intended to comply with the Restated Declaration. In case of any irreconcilable conflict, the Restated Declaration shall control over these Bylaws.

EXHIBIT “C”

Rules and Regulations for the Peacefield Planned Unit Development

These Rules and Regulations (these "Rules") for the Peacefield Planned Residential Unit Development ("Peacefield") have been in conjunction with the adoption of the Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Peacefield Planned Unit Development ("Restated Declaration"). Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Restated Declaration.

Property Description

The real property subject to these Rules is all of Peacefield PUD Phases 1-6 as defined by the Restated Declaration, which property is designated by the official Plats for Peacefield as recorded in the official records of the Davis County Recorder.

Introduction

These Rules are established as a basis for a successful community and an enjoyable lifestyle. Living in a Planned Residential Unit Development and having a homeowners association is different than living in a traditional neighborhood. Here in Peacefield, having community rules and regulations is essential to fair and consistent administration of Peacefield by the HOA. Rules are typically promulgated by the HOA Board of Directors for the benefit of the members of the HOA and for the protection of their property. These rules and regulations are being voted on by the Peacefield owners and are a supplemental addition to the Restated Declaration that pertain to Peacefield. As authorized by Section 4.2(c) of the Restated Declaration, this Exhibit "C" may be modified by the Board without the need to record an amendment to the Restated Declaration, by following the process outlined in the Restated Declaration and in Utah Code §57-8a-217.

Each Peacefield Owner is responsible for compliance with the below rules. Residents are encouraged to assist in the enforcement of the Rules by (i) admonishing violators to comply, and (ii) reporting violators to any HOA Board Member or Managing Agent designated by the HOA Board. All HOA members should contribute to the enforcement of the Rules. Unless disclosure is required pursuant to a valid subpoena, discovery request, court order or other legal procedure, all complaints by HOA members will be held confidential. All complaints must be in writing and signed by the complainant.

Enforcement Fines

The process that must be followed before the Association can assess a fine against any party is described in Article V of the Restated Declaration. The Association may assess fines in the following amounts when a Rule is violated:

First Offense - \$50.00

Second Offense - \$75.00

Third Offense (and additional offenses) - \$100.00

The Association may enforce payment of these fines through court proceedings and/or your lot may incur a lien and be sold through the exercise of a power sale. Please treat them seriously. The fines are not exclusive of other remedies available to the HOA and may be levied and enforced in addition to other remedies, including injunctive relief or other causes of action. The HOA shall have the right to seek an injunction to enjoin any violations of the Restated Declaration or these rules. Any person who violates the Restated Declaration or these rules shall be liable for all reasonable costs of the HOA in attempting to enforce the Restated Declaration or these rules, including without limitation reasonable attorneys' fees.

Rules and Regulations

Parking and Vehicle Rules:

1. Residents should park their motor vehicles within their garage or driveways. Long term parking (defined as longer than 48 consecutive hours) is not allowed on the private streets Poets Rest and Wilcox Way due to the narrow width of these streets.
2. Recreational vehicles, including without limitation trailers, boats, motor homes, RVs, personal water craft, ATVs, and other vehicles used primarily for recreation, must be stored within an enclosed garage. Parking or storing such vehicles on the Association's streets or at the side of the house is prohibited. Residents may have a period of up to 48 hours to load and unload their recreational vehicles as needed. Commercial vehicles may not be parked or stored on the Association's streets or at the side of the house.
3. Parking vehicles of any kind on the Common Improvements (other than the streets) is prohibited. Vehicles parked in violation may be immobilized, impounded and towed without additional notice and at the owner's sole expense.
4. Driving motor-powered vehicles as defined in Utah code 41-6a-102 (including without limitation mini-bikes, motorcycles, go-carts, or similar vehicles, whether electric or fuel operated) on the sidewalks, landscaped areas, or Common Improvements (other than the streets) is prohibited. The referenced Utah code exempts such devices as electric bicycles, motor assisted scooters, and motorized wheelchairs as motor vehicles.

Nuisance Rules:

5. It is the responsibility of each owner and resident to prevent the creation or maintenance of a nuisance in, on-or about their property. The following are prohibited:
 - a. Any unclean, unhealthy, unsightly or unkempt condition on, in or about the home that may unreasonably interfere with the use and enjoyment of Peacefield by other members of the HOA.
 - b. The storage of any item, object or property that will cause the home or Common Improvement to appear to be unclean or untidy, or that will be noxious to the senses.
6. Excessive or unreasonable noise in, on or about any home or in the Common Improvement that may unreasonably interfere with the use and enjoyment of Peacefield by other members of the HOA, especially after 10:00 P.M. and before 8:00 A.M., is prohibited.
7. Garbage and Debris - All garbage, trash, waste, or other debris shall be regularly removed from the home or yard, and shall not be allowed to accumulate thereon or to be stored in such a manner that

it is visible from the street. Garbage cans should be promptly removed from the curb after trash pick-up and stored in such a way that they are not visible from neighboring lots. Fines may result from garbage cans left on the street for periods greater than 24 hours.

Construction, Landscaping and Appearance rules:

8. Construction or Structural Alterations: No construction of any kind, nor structural alterations (including any exterior color change when repainting or replacing siding or shingles) to a home or unit is allowed without prior written consent from the Architectural Control Committee (ACC). Please see Peacefield Restated Declaration for complete requirements.
9. Landscaping: The front yard of a home must be completed within 150 days of occupancy and rear yards within one (1) year. All landscaping plans must be approved by the Peacefield ACC. This includes the type and location of any and all fencing. All homes must have a minimal amount of landscaping to confer to the generally prevailing standards of surrounding homes. This may include, but is not limited to, a lawn and sprinkling system and foundation planting such as shrubs, bushes and flowers. Please see the Restated Declaration for complete requirements.
10. Common Improvement: No homeowner shall add any lawn feature, decorations, structures or item(s) of any kind to any Common Improvement; nor delete, add, or alter the Common Improvement landscaping in any way.
11. Business Use. No commercial trade or business may be conducted in or from any home unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence And (b) the business activity does not involve persons coming into the community who do not reside there or door-to-door solicitation.
12. Satellite dishes of any kind may not be installed on the front of any home unless (a) the homeowner can show by clear and convincing evidence that the front of the home is the only area on the property reasonably suitable for satellite reception and (b) obtain the approval of the ACC for a location and dish that does not detract from the appearance of the home and neighborhood.
13. Window Coverings - No aluminum foil, newspapers, reflective film coatings, blankets or similar materials may be used to cover the exterior windows of any home.
14. No window air conditioners or portable units shall be installed on any home. Nor shall any heating, cooling or air conditioner be installed on the roof.
15. No signs or banners (except for in season holiday specific decorations and a "For Sale" sign of customary and reasonable dimensions and design) are allowed without written consent from the ACC. Signs shall not be larger than 9 square feet in size). Temporary welcome signs and announcements are permitted for a maximum period of five (5) days after which they must be removed. Signs for political candidates are allowed up to one month prior to an election and must be removed within 5 days following the election.

Pet Rules:

16. Household pets are allowed provided that they are not kept, bred or maintained for commercial purpose. Pet enclosures must be approved by the Peacefield ACC, may consist of chain link, shall be no higher than 6 feet, and shall be contained within a portion of the rear yard that does not detract from the appearance of the neighborhood. Enclosures must be kept clean.

17. All pets must be on a leash at all times that such pets are outside of the home or an approved backyard enclosure. Pets may not be tied or tethered in Common Improvements.
18. Pet owners are responsible to clean up after their pet. Pet owners must keep their property clear of pet feces.
19. All pets that may pose a threat or create an unreasonable risk of harm, fear, or nuisance to the community, or animals generally regarded as wild rather than domestic, in the sole but reasonable opinion of the HOA Board, are not allowed. It is the responsibility of the homeowner to obtain HOA approval for any pet that may conceivably be regarded as dangerous or a nuisance.

Swimming Pool Rules: These rules apply to all residents, their immediate family members and all invited guests. HOA members are responsible to ensure that their guests and invitees comply with these rules.

20. Children under 14 years of age are not permitted in the pool area unless under the direct supervision of a responsible resident adult of at least 18 years of age. (This is a Utah State Regulation.)
21. The pool is intended to be used by Peacefield homeowners, residents, and invited guests. GUESTS MUST BE ACCOMPANIED BY A PEACEFIELD HOMEOWNER OR RESIDENT OF AT LEAST 18 YEARS OF AGE, except that a Peacefield resident who is between 14 and 17 years of age may bring up to 2 guests who must each be at least 14 years of age.
22. One key will be issued to each Peacefield household. A replacement key will be reissued at a price determined by the Board.
23. ANY RESIDENTS LENDING THEIR POOL KEY TO FRIENDS OR RELATIVES WILL LOSE THE KEY AND ACCESS TO THE POOL.
24. Residents are responsible for the conduct of their guests and their compliance with the pool rules. The number of invited guests should be kept to a reasonable number.
25. No portion of the common areas, including the pool and the pool patio area, may be reserved.
26. Non-swimmers or others unlikely to exercise mature judgment in safety and health issues are not permitted within the facilities unless accompanied by a responsible resident adult of at least 18-years of age who is charged with responsibility for their safety and conduct and must be present at all times.
27. Use of the facility is always at your own risk.
28. For personal safety, solo swimming is highly discouraged. It is recommended that someone else be present when swimming.
29. If lightning is sighted, evacuate the pool immediately.
30. Pool gates shall remain closed and locked at all times. Do not prop open the gate.
31. Life preserver rings and life saving devices displayed in the pool area, including the first aid kit, should be used only in the event of an emergency. They are not toys.

32. Please use the shower facilities before entering the pool.
33. Proper swimming attire is required when using the pool. Cut-offs, shorts, jeans, or other similar attire are not allowed.
34. Please remove hairpins, clips, or rubber bands before entering the pool. These items will cause damage to the filter system. Other small objects such as rocks and coins are also not permitted.
35. Please use the restroom as needed – **DO NOT USE THE POOL AS A RESTROOM!** Help us maintain a clean and sanitary pool. Children who are not toilet trained must wear swimming approved diapers at all times. No regular diapers are allowed in the pool. Any pool accidents will require the closure of the pool until further notice. The homeowner will be responsible for the costs associated with cleaning the pool.
36. Please turn off the lights in the restrooms when not in use.
37. Any person having a skin disease, an open wound or sore, nasal or ear discharge, or any communicable disease will not be allowed in the pool.
38. Rafts, large pool toys or devices, water guns, and other objects posing a hazard or hindrance to the efficient use of the pool are not permitted. Swim aids such as Styrofoam noodles are allowed, provided that they are designed for pool use and are in good condition.
39. The following items are strictly prohibited in the pool or on the surrounding pool deck area:
 - a. Gum, food, or drink (other than water)
 - b. Glass or breakable objects
 - c. Items such as skateboards, roller blades, and bicycles
 - d. Pets or animals of any kind
40. The common and pool areas are considered to be a **NO SMOKING** area. Please do not litter cigarette butts on the property.
41. Alcoholic beverages are not allowed in the common and pool areas. Persons under the influence of alcohol or other intoxicants will be denied access to the facilities.
42. Battery powered speakers may be taken into the pool area as long as they are kept at a low level of sound and do not disturb other pool patrons and those living in close proximity to the facility. Please use headphones when possible and be considerate of others.
43. Screaming, offensive conduct, profanity or foul language, or inappropriate behavior will not be tolerated. Running, pushing, shoving, rough play, diving into the pool, or other accident-prone or disruptive activities are prohibited.
44. Please be courteous and pick up after yourself, keep the pool area clean, and use trash containers. This is your facility, so please treat it with the care and respect you have for your own property.

45. ADDITIONAL POOL RULES MAY APPLY TO THE USE AND OPERATION OF THE POOL. THE BOARD RESERVES THE RIGHT TO IMPOSE OTHER RULES AND REGULATIONS REGARDING POOL MANAGEMENT AS THE SITUATION DICTATES. REMEMBER, THE POOL IS FOR THE EXCLUSIVE USE OF HOA HOMEOWNERS, RESIDENTS, AND THEIR INVITED GUESTS.

Water Feature Rules: The Peacefield water features are Common Improvements installed for the purpose of providing pleasant sounds and views within Peacefield and not for recreational purposes. HOA members are responsible to ensure that their guests and invitees comply with the following rules regarding the Water Features.

46. No HOA member shall, or shall allow any person to, change, alter or revise the direction or rate of flow of any HOA water feature or take any other action that materially affects a water feature without the express written consent of the HOA Board.
47. No HOA member shall, or shall allow any person to swim, wade, walk or play in any Peacefield water feature.
48. No HOA member shall, or shall allow any person to dump, release, or discard any substance into the water features.
49. No HOA member shall, or shall allow any person to, place any structure or material in, on, over or about the water features.
50. Except in the case of an eminent and substantial threat to property or a person, no HOA member shall, or shall allow any person to, adjust, turn on or off, or otherwise operate in any way the equipment used to run the water features without the express written consent of the HOA Board.
51. No HOA member shall, or shall allow any person to, remove any item from a water feature that was or is part of the design of such water feature, including without limitation plants, rocks, and other materials placed into the water features with the consent of the HOA.
52. HOA members shall be responsible for (i) any and all damage to any water feature caused by the HOA member or their guests and (ii) any violation of these rules by the HOA member or their guests.