

01204856 B: 2781 P: 1682

Page 1 of 105

Rhonda Francis Summit County Recorder

05/23/2023 10:41:26 AM Fee \$40.00

By MILLER HARRISON LLC

Electronically Recorded

**SECOND
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
FOUR LAKES VILLAGE AT PARK
MEADOWS
(2023)**

**A Planned Unit Development
in
Park City, Summit County, Utah**

TABLE OF CONTENTS

RECITALS	1
ARTICLE I. DEFINITIONS	2
ARTICLE II. PROJECT DESCRIPTION	5
ARTICLE III. MEMBERSHIP AND VOTING RIGHTS	6
ARTICLE IV. DUTIES AND POWERS OF THE ASSOCIATION	7
ARTICLE V. PROPERTY RIGHTS IN COMMON AREAS	10
ARTICLE VI. BUDGET AND ASSESSMENTS	12
ARTICLE VII. MAINTENANCE	17
ARTICLE VIII. INSURANCE	19
ARTICLE IX. USE RESTRICTIONS	24
ARTICLE X. ARCHITECTURAL CONTROLS	29
ARTICLE XI. ENFORCEMENT	30
ARTICLE XII. RIGHTS OF FIRST MORTGAGEE	31
ARTICLE XIII. RIGHT OF ENTRY	32
ARTICLE XIV. DAMAGE OR DESTRUCTION	33
ARTICLE XV. AMENDMENTS	35
ARTICLE XVI. MISCELLANEOUS	35
CERTIFICATION	38
EXHIBIT A LEGAL DESCRIPTION	39
EXHIBIT B ALLOCATED INTEREST	42
EXHIBIT C BYLAWS	45

This SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOUR LAKES VILLAGE AT PARK MEADOWS ("Declaration") is adopted by Four Lakes Village Homeowners Association, Inc. ("Association") and is effective as of the date it is recorded in the office of the Summit County Recorder.

RECITALS

- A. On May 31, 1990, the Four Lakes Village Plat was recorded in the Summit County Recorder's Office as Entry No. 324822.
- B. *A Declaration of Condominium for Four Lakes Village* was recorded in the Summit County Recorder's Office on May 31, 1990 as Entry No. 324824 (the "Original Declaration").
- C. The Original Declaration was superseded by the *Declaration of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows*, recorded in the Summit County Recorder's Office on November 13, 1990 as Entry Number 332605, which clarified that the property was not a condominium, but a planned unit development.
- D. The *Amendment of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows* was recorded in the Summit County Recorder's Office on April 26, 1991 as Entry No. 339918.
- E. Also on April 26, 1991, the Amended and Restated Phase 1 Four Lakes Village Plat was recorded in the Summit County Recorder's Office as Entry No. 339917.
- F. The *Second Amendment of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows* was recorded in the Summit County Recorder's Office on June 2, 1992 as Entry No. 359962.
- G. Also on June 2, 1992, the Phase 2 Four Lakes Village Plat was recorded in the Summit County Recorder's Office as Entry No. 359961.
- H. The *Third Amendment of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows* was recorded in the Summit County Recorder's Office on November 20, 1992 as Entry No. 369397.
- I. Also on November 20, 1992, the Phase 3 Four Lakes Village Plat was recorded in the Summit County Recorder's Office as Entry No. 369396.
- J. The *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Four Lakes Village at Park Meadows* was recorded in the Summit County Recorder's Office on May 13, 2019 as Entry No. 01110806.
- K. This Declaration, which (along with and subject to any future amendments) shall be the sole declaration for the Project and shall completely replace and supersede in all respects all prior declarations and amendments thereto (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.

- L. This Declaration affects the real property situated in Summit County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference (the "Project") and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- M. The Bylaws of the Association attached hereto as Exhibit C supersede and replace any previous bylaws of the Association and any amendments thereto, whether recorded or not.
- N. Pursuant to Utah Code Ann. §57-8a-104(1)(a)(i)(A), at least sixty-seven percent (67%) of the Allocated Interest of the Association have approved this Declaration. The signature hereinafter of the president of the Association certifies and attests that such vote was obtained.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the covenants set forth below, the Association hereby adopts this Declaration. This Declaration, together with the Plat, Bylaws, and Rules adopted by the Association, as may be amended, shall define and govern the rights of the Owners and the Association related to the Project.

ARTICLE I. DEFINITIONS

1.1. **Act** shall mean the Utah Community Association Act, codified beginning at §57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. **Allocated Interest** shall mean the undivided interest (expressed as a percentage in this Declaration) in the Common Areas, the Common Expense liability, and votes in the Association allocated to each Lot. The Allocated Interest is shown on Exhibit B.

1.3. **Articles** shall mean the Articles of Incorporation for the Association, as amended and restated from time to time.

1.4. **Assessments** shall mean any monetary charge imposed or levied by the Association against Owners as provided in the Declaration or other Governing Documents.

1.5. **Association** shall mean and refer to the Four Lakes Village Homeowners Association, Inc., a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in the dissolution of the Association. The Association Board may renew or reinstate its corporate status without Owner approval.

1.6. **Board** or **Board of Directors** shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles and Bylaws. The Board is the governing body of the Association.

1.7. **Board Member** shall mean a duly qualified and elected or appointed individual member of the Board of Directors of the Association.

1.8. **Bylaws** shall mean and refer to the Bylaws of the Association as the same may be amended from time to time.

1.9. **Common Areas** shall mean all areas of the Project, excluding Lots and Living Units. Common Areas may include without obligation or limitation, all Common Areas shown on the Plat, private roadway improvements, Association signs or monuments, open space, common landscaped areas and sprinkler systems, street signage, lighting detached from Living Units, lighting attached to the front of Living Units, driveways, sidewalks, common fences, pool and facilities, tennis courts, pickleball courts, all utility and service lines and similar improvements, whether public or private-company owned, intended to serve more than one Living Unit, whether located on a Lot or lying inside of the exterior boundaries of the Living Unit; and any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion.

1.10. **Common Expenses** shall mean all sums lawfully assessed against Owners including expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association, unless otherwise provided herein; expenses agreed upon as common expenses by the Association or its Board of Directors; expenses authorized by the Governing Documents or the Act as common expenses; and any other expenses necessary for the common benefit of the Owners.

1.11. **Declaration** shall mean and refer to this *Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows*, as may be amended from time to time.

1.12. **Design Criteria** shall mean the requirements governing the location, color, materials, and architectural design of Living Units, structures, landscaping, and improvements within the Project.

1.13. **Governing Documents** shall mean and refer to the Declaration, Plat, Articles, Bylaws, and any Rules or resolutions adopted by the Board.

1.14. **Limited Common Areas** shall mean those portions of the Common Areas reserved for the exclusive use of certain Lots, as specified herein, on the Plat, or as determined by the Board. Limited Common Areas shall include balconies, decks, porches, fenced private yards, fenced private patios, private fences, Privacy Walls, or private storage areas, and/or other Common Area improvements intended to serve only a single Unit. The use and occupancy of the Limited Common Areas shall be reserved to the applicable Lots, and each applicable Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Lot associated with such Limited Common Areas. Conveyance of a Lot includes the use of the Limited Common Areas appurtenant to the Lot.

1.15. **Living Unit** shall mean a structure which is designed and intended for use and occupancy as a residence, together with all improvements located on a Lot which are used in connection with such residential structure. The Living Unit shall include, without limitation, roofs,

exterior surfaces, garages, skylights, exterior and interior doors, windows, gutters, downspouts, and foundations. The Living Unit shall also include all mechanical equipment and appurtenances located outside the Living Unit but designed to serve only that Living Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, equipment, fixtures and the like. All pipes, wires, conduits, utility lines, or other similar installations serving only the Living Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Living Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Living Unit is located shall be deemed part of the Living Unit.

1.16. **Lot** shall mean each of the residential individual Lots within the Project, as shown on the Plat. A Lot includes the Living Unit or other improvement or structure constructed thereon. Each Lot consists generally of all structures on or within the boundary of the Lot. As applicable, the Lot shall extend to the center of a Shared Interior Wall, which shall form the boundary of the Lots sharing that Shared Interior Wall. If Lots do not have a Shared Interior Wall but, instead, have space between two structural interior walls that are located on or adjacent to a boundary line between adjoining Lots, the Lot shall extend to the center of such space. Subject to dividing lines between Lots, any above-ground structure that extends beyond the vertical plane of the ground-level boundary of the Lot is part of the Lot if it: (1) is part of and an integral part of the Living Unit's structure (such as bay windows, pop-outs, eaves, roofs, etc., not to include appurtenant structures that merely connect to the structure); or (2) was constructed as part of the original construction of the Lot. Except where the context specifically requires otherwise, reference to a Lot shall include reference to the Allocated Interest appurtenant to such Lot.

1.17. **Manager** shall mean a person, persons, or entity selected by the Board to manage the affairs of the Association and Project.

1.18. **Member** shall mean and refer to an Owner.

1.19. **Mortgage** shall mean and refer to a mortgage, deed of trust, or trust deed, or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.20. **Mortgagee** shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.21. **Occupant** shall mean any Person, living, dwelling, visiting, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, guests, and the family members, agents, and representatives living, dwelling, visiting, or staying in a Living Unit. Occupants shall be bound by the Restrictions in this Declaration and shall be liable for any fines that are assessed for violations of the Governing Documents.

1.22. **Owner** shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. Pursuant to Section 9.15 (Timeshares and Fractional Use) below, no Lot may be held in divided or fractional ownership or owned or used for alternating use among individuals.

1.23. **Privacy Wall** shall mean an exterior privacy wall located on or near an Owner's deck.

1.24. **Person** shall mean a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.25. **Plat** shall mean all of the official subdivision plats of the Project, and any amendments thereto, filed and recorded in the official records of the Summit County Recorder's Office.

1.26. **Project** shall mean Four Lakes Village at Park Meadows, a Planned Unit Development and shall include the real property described in Exhibit A, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.27. **Restrictions** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.28. **Rules** shall mean the rules, resolutions, regulations, policies, architectural guidelines, etc. adopted by the Board.

1.29. **Shared Interior Wall** shall mean an interior wall that forms part of a Living Unit and is located on or adjacent to a boundary line between two or more adjoining Lots or Living Units and is used or is intended to be used by the Owners of the benefitted Living Units as a structural partition wall.

ARTICLE II. PROJECT DESCRIPTION

2.1. **Submission**. The Project and all real property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Act. The Project and all of the Lots shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, successors, and assigns.

2.2. **Name**. The Project, as submitted to the provisions of this Declaration, shall be known as Four Lakes Village at Park Meadows. The Project is not a cooperative.

2.3. **Description of Improvements**. The major improvements contained in the Project are seventy-four (74) residential Lots, with Living Units constructed thereon. The Living Units are of wood construction, two levels each with concrete footings and foundation walls, asphalt shingle roofs, 3-4 bedrooms each, 3-4 bathrooms each, and kitchen, dining, living, and storage areas. The Lots, their locations, types of dwellings constructed, and approximate dimensions are indicated on the Plat. The Project also includes open space, sport courts, a swimming pool, guest parking areas, and public roads.

2.4. **Separate Common Area Parcels.** The Association owns two (2) separate Common Area parcels which are identified as Parcel Number PCA-2-2100-A-5 and Parcel Number FLV-C in the Office of the Summit County Recorder and are described in Exhibit A.

2.5. **Parcel B on the Original Plat.** Parcel B, as shown on the original Four Lake Village Plat recorded as Entry No. 324822 in the Office of the Summit County Recorder, was conveyed to Park Meadows Golf Partners, LP in September 1992 and is not part of the Project. Parcel B is identified as Parcel Number FLV-B in the Office of the Summit County Recorder.

2.6. **Allocated Interest.** The Allocated Interest in the Common Areas which is appurtenant to each Lot is as set forth in Exhibit B attached hereto and incorporated herein by reference. A Unit Owner's Allocated Interest shall be used for voting and the allocation of Assessments (excepting Individual Assessments) as provided for in this Declaration.

2.7. **Registered Agent.** The Registered Agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the Registered Agent without Owner vote or approval.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership.** Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. **Voting Rights.** Except as otherwise stated in this Declaration or the Bylaws, Owners shall be entitled to vote their Allocated Interest pertaining to the Lot owned by that Owner.

3.3. **Multiple Ownership Interests.** In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflicting votes from the same Lot, the vote involved shall not be counted for any purpose other than to establish a quorum.

3.4. **Record of Ownership.** Every Owner shall promptly notify the Association of any change in ownership of a Lot by providing the conveyance information to the Manager of the Association who shall maintain a record of ownership of the Lots. The Board may rely in good

faith on the ownership information provided to the Association. Any cost incurred by the Association in obtaining information about an Owner as specified herein which is not furnished by such Owner shall be at the expense of such Owner and shall be reimbursed to the Association as an Individual Assessment.

ARTICLE IV. DUTIES AND POWERS OF THE ASSOCIATION

4.1. **Organization of Association.** The Association, through the Board of Directors, shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board.

4.2. **Legal Organization.** The Association is incorporated as a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

4.3. **General Powers and Obligations.** The Association shall have, exercise, and perform the following powers, duties, and obligations:

- 1) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles;
- 2) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;
- 3) The powers, duties, and obligations of a homeowner's association pursuant to the Utah Community Association Act, or any successor thereto;
- 4) The powers, duties, and obligations not reserved specifically to Owners; and
- 5) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the

Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

4.4. **Specific Powers and Duties.** The powers and duties of the Association shall include, without limitation, the following:

1) **Maintenance and Services.** The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

2) **Insurance.** The Association shall obtain and maintain in force policies of insurance as provided in this Declaration, the Act, or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal property and personal liability of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal property and personal liability insurance.

3) **Rulemaking.** The Association, through its Board, shall make, establish, promulgate, amend, and repeal Rules governing the Association, the conduct of persons in the Project, and the operation and use of the Project as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.

4) **Assessments.** The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

5) **Enforcement.** The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association. Owners and Occupants shall be jointly and severally liable for any fines incurred for violations of the Governing Documents.

6) **New Capital Improvements.** New capital improvements to the Project may be authorized by the Board of Directors alone. The maintenance, repair, and replacement of existing Common Areas is not considered a new capital improvement. If the capital improvement is included or considered in an Association reserve analysis, it is not a new capital improvement.

7) **Title to Common Areas.** The Association may hold title to all Common Areas conveyed to it and shall pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

8) **Employment of Agents, Advisers, and Contractors.** The Association may employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

9) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted.

10) **Shared Use of Common Areas.** An easement for recreational use of the Association's Common Areas shall be granted by the Association as a benefit and right appurtenant to Owners and their successors, heirs, assigns, lessees, and tenants subject to provisions of this Declaration or other Governing Documents.

11) **Loans.** The Board, in its sole discretion, may obtain lender financing for Association improvements or obligations.

12) **Bulk Service Agreements.** The Board shall have the right, but not the obligation, in its sole discretion, to enter agreements for the provision of cable, television, internet, telephone, or other similar services for all of the Lots or groups of Lots. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.

13) **Financial Records.** The Association shall maintain corporate and financial records as required by the Act and the Bylaws.

14) **Leasing/Sale of Common Areas.** The Association may enter into leases for portions of the Common Area as may be beneficial to the Association and the Owners. The Association may sell Common Area, provided the affirmative vote of Owners holding at least sixty-seven percent (67%) of the Allocated Interest of the Association is obtained.

15) **Construction of Amenities.** The Association shall have no affirmative obligation to construct additional amenities or structures on the Common Areas. However, the Association may construct additional amenities or structures if it is in the interest of the Association to do so, pursuant to the provisions of this Declaration or other Governing Documents.

4.5. **Liability.** A Board Member, an officer of the Association, an Association committee member, or an Association volunteer shall not be liable to the Association or any Member for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for willful or intentional misconduct. If a Board Member, an officer of the Association, an Association committee member, or an Association volunteer is made a party to any proceeding because the individual is or was a Board Member, an officer of the Association, an Association committee member, or an Association volunteer, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the individual is found by a court of law to have acted with willful or intentional misconduct in carrying out his/her duties.

4.6. **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws which may set forth requirements for serving on the Board.

Without limiting the generality of the foregoing, the Board may appoint one or more "Committees", and such Committees (which may consist of two or more members, as determined by the Board) shall have such authority and duties as may be determined from time to time by the Board relating to the budgeting, operation, financial management and administration of the Project. While any Committee established by the Board shall report to the Board regularly regarding its activities, the Board may by express directive relinquish and transfer all authority and responsibility with respect to such prior delegated duties.

4.7. **Management.** The Project may be managed by a Manager selected by the Board to assist in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

4.8. **Registration with the State.** In compliance with Utah Code §57-8a-105, the Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required by law.

ARTICLE V. PROPERTY RIGHTS IN COMMON AREAS

5.1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom.

5.2. **Title to Common Areas.** The Association may hold the title to the various Common Areas within the Project. For any and all Common Areas that are not titled in the name of the Association, each Owner shall have an Allocated Interest in those Common Areas, as shown on Exhibit B.

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

- 1) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
- 2) The right of Summit County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;
- 3) The right of the Association to suspend voting rights and the right to use the swimming pool, sport courts, and other Common Area amenities by an Owner for any period during which any Assessments against the Owner's Lot remain unpaid;
- 4) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such

purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be approved by Owners holding at least sixty-seven percent (67%) of the Allocated Interest of the Association.

5.4. **Delegation of Use**. Any Owner may delegate his right of use and enjoyment to the Common Areas to Occupants who reside in the Project. The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner.

5.5. **Association Easement**. The Association, its Board, the Manager, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and access Lots as needed to perform their duties as assigned by the Governing Documents, subject to the limits of Section 13.1.

5.6. **Easement for Utility Services**. Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over all Common Areas and along Lots as shown on the Plat.

5.7. **Easements for Encroachments**. If any portion of a Common Area structure or improvement encroaches upon any Lot, or if any structure or improvement of a Lot encroaches upon any other Lot or the Common Area as a result of the manner in which the improvements were initially approved and constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Association or an Owner, or any or all of these, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

5.8. **Easement for Shared Items**. Some adjoining Lots may share items, including, but not limited to, a Shared Interior Wall, shared roof, overlapping room, or mechanical apparatus (or some or all of them) (“collectively Shared Items”). Each Owner hereby grants to the Association, and the adjoining Owner of the other Lot that shares the Shared Items, an easement over and upon the Owner’s Lot and Living Unit for the purpose of maintaining the Shared Items. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay or limit the maintenance of the Shared Items and the performance of each Owner’s obligation to maintain and repair the Shared Items. The Association and Owners shall not unreasonably disrupt the quiet enjoyment of another’s Lot in the repair or maintenance of Shared Items.

5.9. **Granting Easements**. The Association may, without the votes or consent of the Owners or any other person, grant or create, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across and through the Common Areas.

5.10. **Compliance with Restrictions and Rules**. Each Owner and Occupant shall comply with the Restrictions imposed by this Declaration. Further, each Owner and Occupant shall fully and faithfully comply with the Association’s Rules and Restrictions.

ARTICLE VI. BUDGET AND ASSESSMENTS

6.1. **Annual Budget.** The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted. The budget shall be made available to Owners within thirty (30) days after adoption.

6.2. **Covenant to Pay Assessments.** Each Owner of a Lot, by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, including without limitation, all Annual, Special, Benefited, and Individual Assessments described below, and other fees, charges, levies, and fines as may be provided in the Governing Documents.

6.3. **Purpose of Assessments.** Assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of Owners and Occupants of the Project, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to: payment of the cost of taxes and insurance on the Common Areas; maintenance, repair, and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

6.4. **Annual Assessments.** Annual Assessments shall be made on a calendar year basis based on the budget. Each Annual Assessment shall be due and payable in monthly installments, quarterly installments, or installments based on any other time period as the Board may determine. Unless otherwise determined by the Board, each installment shall be due on the first day of each time period (i.e. monthly, quarterly). At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the amount. Annual Assessments shall be divided among the Lots according to their Allocated Interest.

6.5. **Special Assessments.** The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any reconstruction or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration, except for new capital improvements further described in Section 4.4(6) above. The Board, in its sole discretion and subject to fifteen (15) days' notice to Owners of the Board's intent to approve a Special Assessment, may levy Special Assessments each calendar year up to and equaling twenty percent (20%) of the annual budget (to be divided among the Lots according to their Allocated Interest). Special Assessments over twenty percent (20%) of the annual budget (to be divided among the Lots according to their Allocated Interest) must be

approved by the vote of Owners holding at least fifty-one percent (51%) of the Allocated Interest of the Association. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice, provided that payment shall not be due earlier than thirty (30) days from the date of the notice.

6.6. **Benefited Assessments.** In addition to Annual Assessments and Special Assessments authorized above, the Board may levy Benefited Assessments against particular groups of Lots to cover the costs of the Association in providing special benefits, items, or services to the particular Lots. Benefited Assessments may be levied in advance of the Association providing such special benefits, items, or services to particular Lots and shall be either imposed upon all benefited Lots equally or imposed proportionally on all benefited Lots according to each benefited Lot's Allocated Interest, as shall be equitable based on the benefit provided.

6.7. **Individual Assessments.** In addition to Annual, Special, and Benefited Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or his/her Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Lot and its Owner into compliance with the Governing Documents; (d) nonpayment of a "Reinvestment Fee"; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged.

6.8. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Board shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

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

6.10. **Certificate Regarding Payment.** Upon the request of an Owner, prospective purchaser, Mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, Mortgagee, or encumbrancer of a Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if so provided in the Act. This certificate is not the same as a payoff statement, which is addressed in Section 6.20 below.

6.11. **Personal Obligation and Lien.** All Assessments, together with any interest, late fees, collection costs, and attorney fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas 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 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.

6.12. **Billing and Collection Procedures.** The Board shall have the right to adopt Rules setting forth procedures for billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner does not reside in the Project.

6.13. **Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

6.14. **Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply. Delinquent accounts may be charged a ten dollar (\$10) late fee each month until the Owner's account (including all collection charges, costs, and attorney fees) is paid in full. Interest may also accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and late fees shall constitute part of the Assessment lien provided above until paid.

6.15. **Collection Action at Law.** The Association may exercise any or all of the following remedies to collect delinquent Assessments:

1) The Association may suspend such Owner's voting rights.

2) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Summit County, Utah against the Lot with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against the Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

4) If a delinquent Owner is leasing his Lot, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

5) The Association may terminate utilities paid out of the Common Expense, and suspend the right to use the swimming pool, sport courts, and other Common Area amenities.

6) The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

7) Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

6.16. **Power of Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code §57-1-20 and §57-8a-302, an

Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

6.17. **Reserve Account.** The Board shall establish a reserve account to fund long-term maintenance and replacement of Common Areas. 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.

6.18. **Reimbursement of Tax Collection by County Authorized.** It is recognized that under the Declaration that the Association may own the Common Areas, which may obligate it to pay property taxes or other fees to Summit County. Each Owner shall be required to reimburse the Association for its pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Summit County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion of said share with the tax levied on each Lot.

6.19. **Reinvestment Fee.** The Board, by resolution, shall have the right to establish from time to time (but shall not be required to establish) a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees.

1) Upon the occurrence of any sale, transfer, or conveyance of any Lot as reflected in the office of the Summit County recorder, regardless of whether it is pursuant to the sale of the Lot or not (as applicable, a "Transfer"), the party receiving title to the Lot (the "Transferee") shall pay to the Association a Reinvestment Fee.

2) The Board shall have the power to set the amount of the Reinvestment Fee, in the Board's sole discretion, provided that in no event shall amount of the Reinvestment Fee exceed the maximum rate permitted by law. If no amount is otherwise set by the Board, the amount of the Reinvestment Fee shall be the maximum rate permitted by law.

3) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.

4) 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 an Individual Assessment against the Lot and may be collected as such.

6.20. **Account Payoff Information.** The Association may charge a fee for providing account payoff information in connection with the closing of an Owner's financing, refinancing, or sale of a Lot as provided for in Utah Code §57-8a-106. The Board may set forth the amount of the fee in the Rules, but such fee shall not exceed the maximum amount allowed pursuant to Utah law. If not otherwise set forth in the Rules, the account payoff fee shall be fifty dollars (\$50.00).

6.21. **Association Responsibility after Foreclosure**. If the Association takes title to a Lot pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner, including but not limited to obligations to pay Assessments, taxes, or insurance, or to maintain the Lot. By taking a security interest in any Lot governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Lot if the Association takes title to a Lot related to a failure to pay Assessments.

6.22. **Homestead Waiver**. Pursuant to Utah Code §57-8a-301, and to the extent any liens are created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, each Owner waives the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

ARTICLE VII. MAINTENANCE

7.1. **Association Maintenance**. The Association shall maintain, repair, and replace the Common Areas together with all improvements thereon and all easements appurtenant to the Common Areas. The Association shall also maintain, repair, and replace the exteriors of all Living Units as outlined herein. Specifically, the Association shall maintain, repair, and replace, but without limitation, the following: (i) the landscaped areas surrounding the Living Units (except fenced private yards or fenced private patios), (ii) the exterior surfaces of the Living Units (including soffits and fascia and rain gutters and downspouts), and roofs, but excluding windows, window frames, window screens, exterior doors and door frames, foundations, and skylights, (iii) painting and/or refinishing of garage doors, (iv) driveways and walkways from driveway to front entrance of Living Unit, (v) private utility lines owned or controlled by the Association that serve more than one Living Unit, (vi) landscape and drainage easements owned or controlled by the Association, (vii) common improvements installed for the benefit of all Owners, including private streets and sidewalks, pool, tennis courts, and pickleball courts, and (viii) personal property owned by the Association. The Association shall paint, as needed, the enclosures for the air conditioning condensers in the Project. The Association's responsibilities regarding Privacy Walls are outlined in Section 7.3, below. The Association shall perform snow removal on the private streets, driveways, and walkways as the Association deems necessary. The maintenance allocations provided in this Article shall clarify, expand upon, and supersede any maintenance provisions contained in the Plat or other Governing Documents. The Board, in its sole discretion, shall determine the maintenance standard of the Common Areas, and other areas for which it has maintenance responsibilities. The Association shall have no obligation to perform any interior maintenance and/or repair of any part of a Living Unit not expressly set forth in this Section without the Association's express agreement for such maintenance.

7.2. **Owner Maintenance**. Each Owner shall have the obligation to maintain, repair, and replace the Owner's windows, window frames, window screens, exterior doors and door frames, and foundations. Each Owner shall have the obligation to replace his or her garage door and to maintain the mechanical equipment of the garage door. Each Owner shall maintain,

repair, and replace the Limited Common Areas appurtenant to the Owner's Lot, including balconies, decks, porches, fenced private yards, fenced private patios, private fences, and private storage areas, except that the Owner's responsibilities regarding Privacy Walls are outlined in Section 7.3, below. All Owners shall provide interior maintenance of the Living Units including, but not limited to, the maintenance, repair, and replacement of interior structural elements of the Living Units, and utility lines that solely service the Lot or Living Unit. All Owners shall repair, replace, and otherwise maintain the interior of their Living Units and shall maintain, repair, and replace all mechanical devices, including but not limited to, appurtenant electrical, plumbing, and heating, ventilating and air conditioning systems, and air conditioning condensers and related enclosures (except the painting of the enclosures shall be the responsibility of the Association). Owners shall maintain, repair, and replace the skylights in their Living Units and shall be responsible for any water leaks originating from the skylights. Owners shall keep all Limited Common Areas neat and tidy.

7.3. **Privacy Walls.** Except as otherwise stated herein, each Owner shall maintain, repair, and replace the Privacy Wall(s) located on the Owner's Lot. For any Privacy Wall that is shared by adjoining Lots, the responsibility for maintenance, repair, and replacement of the Privacy Wall shall be equally shared by the Owners of the adjoining Lots. The Association shall be responsible for the painting of Privacy Walls save and except any portion of a Privacy Wall that has been modified by the Owner to match the material or color, or both, of the deck surface; the painting of such modified portion of the Privacy Wall shall be the responsibility of the Owner.

7.4. **Shared Interior Wall Maintenance.** By acceptance of a deed to a Lot, each Owner of a Lot hereby acknowledges, agrees, and understands that it is essential that the Shared Interior Wall be maintained in good condition and repaired to preserve the integrity of the Living Units as they are used and occupied by Owners. Each Owner of a Lot hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the Shared Interior Wall. With respect to the surface components of the Shared Interior Wall, each Owner agrees to maintain and keep in good condition and repair, including the making of replacements as needed, all surface components which face into such Owners' respective Living Unit. If the need for maintenance, repair, or replacement of the Shared Interior Wall is caused through the willful or negligent act of any Owner or his/her Occupant, the cost of such maintenance or repairs shall be the sole and exclusive expense of such Owner. With respect to structural components of the Shared Interior Wall, except as may be otherwise provided in the immediately preceding sentences, the Owners benefitted by the Shared Interior Wall agree to share equally in the cost of maintenance and upkeep thereof in good condition and repair, including the replacement thereof as necessary. If there is a dispute over the responsibility for maintenance or repair of a Shared Interior Wall, the Association may, but shall not be required to, intervene and determine each Owner's responsibility. The Association shall have the powers set forth in Section 7.5 below to remedy any neglect in performing Shared Interior Wall maintenance responsibilities.

7.5. **Owner Maintenance Neglect.** If an Owner fails to meet any or all of the Owner's maintenance, repair, or replacement obligations contained herein, the Association may enter

upon any Lot for the purpose performing such obligation(s) on the Lot or any exterior improvement thereon, subject to the limits of Section 13.1. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet the Owner's obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying the Owner's neglect of the Owner's obligations shall be an Individual Assessment against the Owner's Lot.

7.6. **Board Discretion to Determine Maintenance Responsibilities.** In the event a maintenance obligation is not outlined herein or confusion arises as to a maintenance obligation, the Board may, by resolution and in its sole discretion, determine whether the Association or the Owners shall have the responsibility to fulfill the maintenance obligation.

7.7. **Association Maintenance Caused by Owner Negligence.** If the need for maintenance, repair, or replacement of Common Areas (or other areas for which the Association has a maintenance responsibility) is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the Occupants of an Owner, the Board may cause such work to be made by the Association and the cost of such repair work shall be added to and become an Individual Assessment to which such Lot is subject.

7.8. **Approval Required.** Owners are required to seek prior written Board or Architectural Review Committee approval, as appropriate, before performing any Owner maintenance obligation contained in this Article VII or contained in the Governing Documents if such performance will modify the appearance of the exterior of a Living Unit, structurally affect the interior of a Living Unit, or if approval is otherwise required under Section 10.1 (Architectural Controls) below.

ARTICLE VIII. INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants. Owners and Occupants (including tenants or renters) are required to obtain adequate insurance to cover their personal property and personal liability.

8.1. **Insurance.** The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. **Property Insurance.**

1) The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Areas, Limited Common Areas, all buildings and

Living Units, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Living Units or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Living Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Living Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property’s insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) “Inflation Guard Endorsement,” if available, (ii) “Building Ordinance or Law Endorsement,” (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) “Equipment Breakdown,” if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer’s minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

2) **Owner Responsibility for Payment of Deductible.** If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

a) The Association’s policy provides primary insurance coverage, and:

- i) the Owner is responsible for the Association's policy deductible; and
- ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

b) An Owner that has suffered damage to any combination of a Living Unit or a Limited Common Area appurtenant to a Living Unit ("Living Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Living Unit Damage ("Living Unit Damage Percentage") for that Living Unit to the amount of the deductible under the Association's property insurance policy; and

c) If an Owner does not pay the amount required under Subsection b) above within 30 days after substantial completion of the repairs to, as applicable, the Living Unit or the Limited Common Areas appurtenant to the Living Unit, the Association may levy an assessment against the Owner for that amount.

3) **Claims Under the Deductible.** If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

4) **Deductible Notice.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

5) The Association shall have no obligation to obtain or maintain any insurance covering Owners' and tenants' personal and real property, and each Owner or tenant (as applicable) shall be responsible for obtaining and maintaining such personal and real property insurance

8.3. **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one

person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

8.4. **Director's and Officer's Insurance**. The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers, Association committee members, and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

8.5. **Theft and Embezzlement Insurance**. The Association shall obtain insurance in an amount deemed reasonable by the Board covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association.

8.6. **Worker's Compensation Insurance**. The Board of Directors shall purchase and maintain in effect workers' compensation insurance for any and all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.

8.7. **Earthquake Insurance**. The Board of Directors, in its sole discretion, may purchase earthquake insurance, in an amount and including such coverage as the Board of Directors may determine.

8.8. **Certificates**. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

8.9. **Named Insured**. The named insured under any policy of insurance shall be the Association. Each Owner shall be insured under the Association's property and CGL insurance policies as required by law.

8.10. **Right to Negotiate Claims & Losses & Receive Proceeds**. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid

for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

8.11. **Insurance Trustee.** In the discretion of the Board or upon written request executed by Owners holding at least 51% of the Allocated Interest of the Association, the Board shall hire and appoint an insurance trustee (“Insurance Trustee”), with whom the Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.

8.12. **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner’s authority on behalf of the Association and under direct authorization of the Association, an Owner’s act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.13. **Annual Insurance Report.** Annually, the Board may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and lenders in light of the insurance then available and the prevailing practice with respect to other similar residential projects. The Board shall be protected in relying on the written report furnished pursuant to this Section provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to all lenders and Owners upon request.

8.14. **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

8.15. **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE IX. USE RESTRICTIONS

9.1. **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units. No item may be placed or stored in the Common Areas without prior Board approval.

9.2. **Single Family.** Each Living Unit shall be used only as a single-family dwelling.

9.3. **Leases.** The leasing of Lots is subject to the following restrictions:

1) **Lease Term.** All leases of Lots shall be for an initial term of not less than thirty (30) days. Notwithstanding the foregoing, no more frequently than twice per calendar year and no more frequently than once in any thirty (30) day period, Owners shall be permitted to lease their Lots for a period of less than thirty (30) days, but in no event shall any such lease be for a period of less than seven (7) days. Use of a Lot by friends, family, or other guests of an Owner on a short-term basis is allowed without limitation, provided the Owner receives no compensation, other consideration, or both, and provided such use does not violate Section 9.15 (Timeshares and Fractional Use), below.

2) **Contents of Lease.** All leases shall be in writing. All leases shall provide that the tenant is subject to and shall abide by the Governing Documents and the tenant's failure to do so shall constitute a breach of the lease agreement.

3) **Entire Lot.** No Owner may lease individual rooms to separate persons or less than his or her entire Lot except as may be provided by law.

4) **Subletting.** Subletting or any other similar agreement or arrangement is strictly prohibited.

5) **Tenant Information.** Upon request of the Board, an Owner shall provide a copy of the lease agreement pertaining to the Lot along with the name and contact information for all adult tenants, vehicle information of the tenants, and any other information deemed necessary by the Board.

6) **Joint and Several Liability of Owner and Tenant.** The Owner of a Lot shall be responsible for the tenant's and the tenant's family members', guests', and invitees' compliance with the Governing Documents and the Owner and tenant shall be jointly and severally liable for any violations thereof.

7) **Rules.** The Board may adopt additional Rules relating to the leasing of Lots and the tenants of those Lots. Such Rules may include, but are not limited to, requiring copies of leases to be provided to the Board, requiring tenant information forms to be filled out, and any other administrative or other provisions the Board deems appropriate.

8) **Compliance.** Should an Owner's tenant create a nuisance or otherwise violate the Governing Documents, the Association may provide written notice to the

Owner and, within ten (10) days of the written notice, the Owner shall proceed promptly to either abate or terminate the nuisance, or cure the default, and notify the Board in writing of his or her intentions. If the Owner fails to act accordingly, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so.

9) Remedies for Violation. If an Owner fails to comply with this Section or leases a Lot in violation of this Section, the Board may:

- (a) Assess fines against the Owner and Owner's Lot pursuant to a schedule of fines adopted by the Board.
- (b) Regardless of whether any fines have been imposed, proceed with any other available legal remedies, including, without limitation, an action to require the Owner to terminate the lease agreement and remove the tenant.
- (c) If the Board determines that a tenant and/or the tenant's family members, guests, or invitees have violated a provision of the Governing Documents, the Board may require an Owner to terminate a lease agreement with that tenant.
- (d) In addition to any other remedy for non-compliance, after reasonable notice, the Association shall have the right to initiate an action and obtain a forcible entry and unlawful detainer order from the court, or similar action, with the purpose of removing the offending tenant(s). The Association, the Board, and the property manager, if any, shall not have any liability for any action taken pursuant to this subsection and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the property manager arising from any claim related to any action taken in good faith by any of them pursuant to this subsection.

10) Costs and Attorney Fees. Fines, charges, and expenses incurred in enforcing the Governing Documents with respect to a tenant and/or the tenant's family members, guests, or invitees, and for any costs incurred by the Association in connection with any action under this Section, including reasonable attorney fees (regardless of whether any lawsuit or other action is commenced), are Individual

Assessments against the Owner and Lot which may be collected and foreclosed on by the Association.

9.4. **Business Activities.** Lots shall be used exclusively for residential purposes. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Living Unit without prior written Board approval unless: (1) only normal residential activities would be observable outside of the Living Unit; (2) the business activity does not involve persons coming on to the Project who do not reside in the Project in a manner and/or amount that would constitute a nuisance; (3) the business activity does not involve the solicitation of Occupants or Owners; (4) the business will not result in the increase of the cost of the Association's insurance; and (5) the activities would not be in violation of applicable local ordinances.

9.5. **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots or the Common Areas. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.6. **Exterior Lighting.** No Owner shall install exterior lighting, including without limitation, lighting of driveways and decks, that violates any of the Park City or Summit County lighting ordinances. No Owner shall install exterior lighting that shines upon the Common Area or Limited Common Areas, or both, without prior written Board approval. This includes, but is not limited to, spotlights that shine on exterior trees or landscaping, or both. Owners shall provide continuous electricity, at the Owners' own expense, to exterior front lighting fixtures and shall not interfere with the operations thereof. The Board may establish Rules for the use of seasonal lighting during the winter months.

9.7. **Pets and Animals.** All dogs, cats, or other domestic pets of any kind shall be allowed within the Project as long as their behavior is deemed safe and quiet and otherwise compliant with the Rules. No animal shall, in the opinion of the Board, be dangerous to Owners or Occupants or make unreasonable amounts of noise or create odor nuisances. Dogs and other pets shall be on a leash or otherwise restrained when in Common Areas and are not permitted within the pool, tennis, and pickleball fenced areas. Owners are solely responsible for the actions and behavior of the pets and animals staying or visiting at the Living Unit, and shall hold the Association harmless from any damage or injury caused by such pets and animals. All Owners shall be responsible for the immediate pickup and disposal of any excrement deposited by his or her pets and animals. Owners shall follow all city ordinances relating to animals. The Board may adopt additional Rules regarding pets and animals in the Project. The Association may

take enforcement action, including levying fines and/or removal of the animal, for violations of this Section.

9.8. **Nuisances.** No Owner or Occupant shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a “nuisance” includes any behavior which annoys, disturbs or interferes with other Owners and Occupants and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes, but is not limited to, the following:

- 1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot, Common Areas, or Limited Common Areas;
- 2) The storage of any item, property or thing that will cause any Lot, Common Areas, Limited Common Areas to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The accumulation of rubbish, unsightly debris, garbage, equipment, unregistered or abandoned vehicles, or other things or materials that constitute an eyesore as reasonably determined by the Board;
- 4) The storage of any substance, thing or material upon any Lot, Common Areas, or Limited Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of Owners and Occupants of the Project;
- 5) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Owner or Occupant, particularly if the police or sheriff must be called to restore order;
- 6) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other Owners or Occupants;
- 7) Too much noise or traffic in, on or about any Lot or the Common Area or excessive use of outside speakers or amplifiers; or
- 8) Activities or conditions defined as a nuisance by the City of Park City or other governmental entity with jurisdiction over the Project; or
- 9) Use of illegal fireworks of any kind; or
- 10) Other sights, sounds, smells, activities, or behaviors deemed a nuisance by the Board.

9.9. **Signs.** With the exception of the display of the American Flag consistent with Utah Code Ann. 57-8a-219 and United States Code, Title 4, Chapter 1, no signs, flags, or advertising devices of any nature, including without limitation commercial, political, sports, informational, or directional signs or devices, shall be erected or maintained on any part of the Project or on the

Common Area or Limited Common Areas around an Owner's Lot without the prior written approval of the Association, except as may be temporarily necessary to caution or warn of danger or as may be required pursuant to City regulations. Realtor signs directing clients to a sales open house may be displayed on the day of the open house and must be promptly removed when completed. If the Association consents to the placement of any signs, the same shall be promptly removed at the request of the Association. The Association may adopt additional Rules regarding signs and may cause all unauthorized signs to be removed.

9.10. **Garbage and Trash.** All rubbish, trash, and garbage shall be regularly removed from the Property or Lots and shall not be allowed to accumulate thereon. The Board may adopt additional Rules for the storage and concealment of trash and receptacles.

9.11. **Equipment and Automobile Maintenance.** Unless otherwise provided by the Board, no equipment or car maintenance or repairs of any nature shall be permitted in the Project except in a closed garage. Emergency repairs that do not exceed 24-hours are permitted.

9.12. **Subdividing/Combining.** No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board. Two or more Lots may not be combined without the prior written approval of the Board.

9.13. **Parking.** Owners and residents of the Project shall park their vehicles in the Owners' garages or driveways. Parking on the streets or access ways in the Project is prohibited, except for commercial vehicles in the Project actively performing services or deliveries and for parking by guests socializing with Owners or residents. At no time shall any vehicle be parked in a manner which would impair vehicular or pedestrian access, or snow removal. The Board may adopt additional Rules relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and temporary parking of vehicles within the Project; the right to remove or cause to be removed any vehicles that are improperly parked; the temporary parking of recreational vehicles or trailers to prepare for or return from travel; and, the levying of fines to Owners and Occupants who violate such Rules.

9.14. **Energy Conservation Equipment.** Solar energy collector panels and attendant hardware or other energy conservation equipment installed on the exterior of a Living Unit (collectively "Energy Conservation Equipment") shall be prohibited from being constructed or installed in the Project unless authorized by the Board. If the Board elects to allow Energy Conservation Equipment in the Project, the Board may adopt Rules for the installation thereof, including but not limited to, requiring that the installation be an integral and harmonious part of the architectural design of the buildings, implementing an application process, establishing criteria for approval including the allocation of reasonable and necessary costs associated with Energy Conservation Equipment, and imposing a requirement to record an Energy Conservation Equipment agreement against the Lot.

9.15. **Timeshares and Fractional Use.**

1) Timeshares and time sharing of any kind of a Lot within the Project is prohibited. Under no circumstances shall any Lot be owned or used for time sharing, including but not limited to, a “timeshare interest” as that term is defined in Utah Code §57-19-2(27), or shall be divided into, leased, sold, conveyed, or used for time period intervals.

2) Fractional Use of a Lot is prohibited. Fractional Use is defined as a Lot which is owned by a limited liability company, corporation, partnership, or other joint ownership structure in which unrelated persons or entities own, sell, purchase or otherwise for consideration create or acquire any divided property interest including co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are subject to, or subsequently bound by, any agreement limiting interest holders’ or their designees’ right or functional ability to occupy or use the Lot to their respective interests or any other agreement which limits interest holders’ or their designees’ use of the Lot to fractional reservations through stay limitations of any duration. Fractional Use is established by any of the following elements: co-ownership or fractional or divided estates, shares, leaseholds, or memberships which are openly advertised, marketed, or offered for sale and sold individually at separate times; centralized or professional management; reservation systems; maximum or minimum day limits on each interest holder’s occupancy or use of the Lot; or management fees reflective of interval use or ownership, irrespective of whether the agreement may be cancelled individually or by any party. Fractional Use shall not include non-commercial groups such as families, partnerships, associations, or trusts with divided interests or agreements in which the Lot is held and transferred within the family, partnership, association, or trust as opposed to sold on the free market for commercial purposes.

3) The Board shall have the sole discretion to determine whether a violation of this Section has occurred.

9.16. **Variations**. The Board may, in extenuating circumstances, grant variations from the restrictions set forth in this Article if the Board unanimously determines in its discretion: (1) either that the restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete and unreasonable to enforce; and (2) that the activity permitted under the variance will not have any financial affect or any other substantial adverse effect on the other Owners or Occupants of the Project and is consistent with the high quality of life intended for Owners and Occupants of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by a duly authorized Board Member, acknowledging that such variance is unanimously approved by the Board. No variance may be granted that is inconsistent with the Act.

ARTICLE X. ARCHITECTURAL CONTROLS

10.1. **Architectural Controls.** The designs of all structures and Living Units in the Project shall be limited to those approved by the Board. In the event of any reconstruction of an improvement or Living Unit due to a casualty, the design, quality, and appearance of the reconstructed improvement shall be substantially the same as the structure initially built, unless otherwise approved by the Board. Prior written Board approval shall also be required for any construction or improvements that expand the footprint of, expand the height of, or modify the external appearance of any Living Unit or other structure on a Lot. Interior changes to a Living Unit that involve or affect in any way the structural soundness, integrity, or safety of the Living Unit must receive prior written Board approval. The Board may delegate some or all of its responsibilities under this Section to an appointed Architectural Review Committee.

10.2. **Design Criteria.** The Board may adopt Design Criteria for the purpose of maintaining a consistent character and quality of appearance of the improvements within the project. The Design Criteria may designate the design, style, model, and manufacturer of any materials to be used for an exterior improvement or alteration that is acceptable to the Board. The Design Criteria may also designate landscaping requirements. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. Amendments to the Design Criteria shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Criteria as amended.

10.3. **Variances.** The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or Design Criteria. Such variances must be in writing and must be signed by a majority of the members of the Board. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any Restrictions of the Governing Documents, other than those specifically identified in the variance, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations. The granting of a variance in one instance does not require the granting of a variance in another similar instance.

10.4. **Liability for Damages.** The Board shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article.

ARTICLE XI. ENFORCEMENT

11.1 **Enforcement of Governing Documents.** The Association, through the Board, shall have the power and authority in its own name, on its own behalf, or in the name and behalf of any Owner(s) who consents thereto, to enforce, by fine or proceedings at law or in equity, each provision of the Governing Documents and Design Criteria, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s).

Owners may also enforce the Governing Documents and Design Criteria as allowed by law through proceedings at law or in equity. The prevailing party in any action for the enforcement of any provisions of the Governing Documents and Design Criteria (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorney fees. Reasonable attorney fees incurred by the Association in enforcing the Governing Documents and Design Criteria may be levied against the offending Owner as an Individual Assessment, regardless of whether a lawsuit or other action is commenced. Occupants shall be jointly and severally liable with the Owner for any fine assessed as a result of their action in violation of the provisions of the Governing Documents.

ARTICLE XII. RIGHTS OF FIRST MORTGAGEE

12.1. **Request for Notice**. From and after the time a Mortgagee makes written request to the Association, the Association shall notify such Mortgagee in writing in the event that the Owner of the Lot encumbered by the Mortgage held by such Mortgagee neglects for a period of sixty (60) or more days to cure any failure on his part to perform any of his or her obligations under this Declaration.

12.2. **Title in Mortgagee**. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot's Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments levied while it holds title to the Lot.

12.3. **Abandonment or Modification of Project**. Without the approval of each first Mortgagee, the Association shall not be entitled, by act, omission, or otherwise:

(a) to seek to abandon or terminate the Project or to abandon or terminate the arrangement which is established by this Declaration and the Plat (except as provided in Article XIV hereof in the event of certain destruction or damage);

(b) to partition or subdivide any Lot;

(c) to seek to abandon, partition, subdivide, encumber, sell or transfer all or any of the Common Areas (except for the granting of easements for or for other public purposes consistent with the intended use of the Common and except as provided in Article XIV hereof in the event of certain destruction or damage);

(d) to use hazard insurance proceeds resulting from damage to any part of the Project (whether to Lots or to the Common Areas) for purposes other than the repair; replacement, or reconstruction of such improvements, except as provided by statute or in the event of substantial loss to the Lots and/or Common Areas;

(e) to change the Allocated Interest; or

(f) to alter the provisions of Article VII hereof in such a way as to alter the insurance protection required to be afforded to the parties designed to be protected thereby in a

way that will cause the Project to be underinsured, or to fail to maintain the insurance coverage described therein.

12.4. **Damage, Loss, or Condemnation.** From and after the time a Mortgagee makes written request to the Association, the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or any taking or anticipated condemnation of: (a) the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, ten thousand dollars (\$10,000.00); or (b) any Lot involving an amount in excess of, or reasonably estimated to be in excess of, ten thousand dollars (\$10,000.00). Said notice shall be given within a reasonable time after the Association learns of such damage, loss, taking or anticipated condemnation.

12.5. **No Priority.** No provision herein is intended, nor shall it be construed, to give any Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

12.6. **Conflicting Provisions.** In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or claims of this Article, the provision or clause which results in the greatest protection and security for a Mortgagee shall control.

12.7. **Restrictions on Amendment of Article.** No amendment to this Article which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Lots affected by such amendment have given their prior written approval. Any amendment to this Article shall be accomplished by an instrument executed by the Association and recorded in the Office of the Summit County Recorder. In any such instrument an officer of the Association shall certify that any prior written approval of Mortgagees required by this Article as a condition to amendment has been obtained.

ARTICLE XIII. RIGHT OF ENTRY

13.1 **Right to Enter Lots.** The Association acting through the Board or its duly authorized agent may, upon reasonable notice of at least 48 hours, enter upon any Lot on the areas located outside the exterior boundaries of a Living Unit, regardless of whether or not the Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Living Units, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Living Unit without the consent of the Owner unless there is an emergency threatening another Living Unit or the Occupants of another Living Unit. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes.

ARTICLE XIV. DAMAGE OR DESTRUCTION

14.1. **Association as Attorney in Fact.** All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

14.2. **Definition of Repair and Reconstruction.** Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Lot and the Common Areas having substantially the same vertical and horizontal boundaries as before.

14.3. **Procedures.** In the event any part of the Project is damaged or destroyed, the Association, shall proceed as follows:

(a) **Estimate of Costs.** As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Project damaged or destroyed.

(b) **Sufficient Insurance.** If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed portion of the Project, such repair and reconstruction shall be carried out. The proceeds of all insurance collected or maintained, by the Association shall be available to the Association to pay the costs of such repair and reconstruction. If the proceeds of such insurance are insufficient to pay the actual costs of such repair and reconstruction, the Association shall levy a Special Assessment sufficient to provide funds to pay such actual costs of repair and reconstruction. Such Special Assessment shall be allocated and collected as provided in Section 6.5 hereof, except that a vote of the Owners shall not be required regardless of the amount. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(c) **Insufficient Insurance--Less than 75% Destruction.** If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Living Units are damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The proceeds of all insurance collected or maintained by the Association shall be available to the Association to pay the costs of such repair and reconstruction. The Association shall levy a Special Assessment

sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Section 6.5 hereof, except that a vote of the Owners shall not be required regardless of the amount. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(d) **Insufficient Insurance--75% or More Destruction.** If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Living Units are damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in Section 14.3(c) hereof if, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Allocated Interest to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Allocated Interest to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts and such other documents as are necessary to dissolve the Project. Upon the recording of such notice and other documents, the following shall occur:

(i) The Project shall be deemed to be owned in common by the Owners;

(ii) The Allocated Interest in the Project owned in common which shall appertain to each Owner shall be the Allocated Interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Lots shall be deemed to be transferred, in accordance with the existing priorities, to the Allocated Interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all Owners according to the Allocated Interest, after first paying out of the respective shares of each Owner, to the extent sufficient for the purposes, all liens on the Allocated Interest in the Project owned by such Owner.

14.4. Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection

therewith, except as otherwise herein. The Project shall be restored expressly provided or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Lot and the Common Areas having the same vertical and horizontal boundaries as before.

14.5. **Disbursement of Funds for Repair and Reconstruction.** The insurance proceeds held by the Association and any amounts received from assessments made pursuant to Sections 14.3(b), (c) and (d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners according to their Allocated Interest.

14.6. **Sale of Project.** Notwithstanding all other provisions hereof, the Owners may, by an affirmative vote of at least seventy-five percent (75%) of the Allocated Interest, elect to sell or otherwise dispose of the Project upon its damage or destruction. Such action shall be binding upon all Owners and it shall thereupon become the duty of each and every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale. The proceeds of any such sale shall be divided among all Owners according to the Allocated Interest, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the Allocated Interest of such Owner.

ARTICLE XV. AMENDMENTS

15.1 **Amendments.** This Declaration may be amended upon the affirmative vote of at least sixty percent (60%) of the Allocated Interest of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Summit County Recorder. In such instrument the President shall certify that the vote required by this Section for amendment 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.

ARTICLE XVI. MISCELLANEOUS

16.1. **Notices.** Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the Person who appears as an Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. In the case of multiple Owners of a Lot, those Owners shall provide to the Association one mailing address or one email address or both for the purposes of receiving notice and notice sent to the mailing address or the email address provided shall be deemed to have been properly furnished. If no email or mailing address has

been provided, the physical address of the Lot shall be used for notice purposes. Notices may also be sent as allowed by the Act.

16.2. **Consent in Lieu of Voting.** In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes. The Association may use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act.

16.3. **Dissolution.** The Association may be dissolved by the affirmative assent in writing from 100% of the Owners. Upon dissolution, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for purposes similar to those provided herein, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas and facilities on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in Article V.

16.4. **Interpretation and Severability.** The provisions of this Declaration, and any amendments thereto, shall be liberally construed to effectuate the purpose of creating a uniform plan for the Project and operating a planned unit development. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

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

16.6. **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

16.7. **Condemnation.** If a portion of the Common Area is taken by eminent domain, or sold under threat thereof, and is not comprised of and does not include any Lot, the Board shall cause the award to be utilized for repairing or restoring that area in the Project adjacent to the

taking, and the portion of the award not used for restoration shall be added to the general funds of the Association. If a Lot is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, then that Lot's interest in the Common Areas shall be reallocated to the remaining Lots in proportion to their respective interests immediately before the taking.

16.8. **Limitation on Association's Liability.** The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury to or damage of any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from the outside or from any parts of the Living Units, buildings or their drains, pipes, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements in or maintaining the Project or any part thereof, or from any action taken to comply with the laws, ordinances, regulations, rules, or orders of any governmental authority.

16.9. **Security.** The Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner(s) agree by purchasing a Lot in this Association that the Association and Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE SECURITY OF THE PROJECT.

16.10. **Effective Date.** The Declaration and any amendment hereof shall take effect upon its filing in the office of the Summit County Recorder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATION

IN WITNESS WHEREOF, this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows was duly approved by at least 67% of the Allocated Interests of the Association.

DATED as of the 22nd day of MAY, 2023.

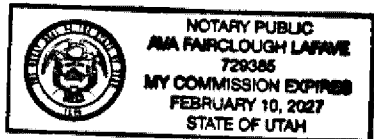
Four Lakes Village Homeowners Association, Inc.,
A Utah Nonprofit Corporation

By: *Russell F Hurley*
Its: President

State of Utah)
County of Summit) ss.

On the 22 day of May 2023, personally appeared before me Russell F Hurley who by me being duly sworn, did say that she/he is the President of the Four Lakes Village Homeowners Association, Inc., and that the foregoing instrument is signed and executed by authority of the consent of its members.

Notary Public Ava - Fairclough - LaFave



**EXHIBIT A
LEGAL DESCRIPTION
FOUR LAKES VILLAGE PROJECT**

PHASE 1

All of Amended and Extended Phase-1 Four Lakes Village at Park Meadows Plat,
recorded in the office of the Summit County Recorder.

Parcel Numbers:

FLV 1-1-A	FLV-1-27-A
FLV-1-1-B	FLV-1-27-B
FLV 1-2-A	FLV-1-28-A
FLV-1-2-B	FLV-1-28-B
FLV 1-3-A	FLV-1-29-A
FLV-1-3-B	FLV-1-29-B
FLV 1-4-A	FLV-1-30-A
FLV-1-4-B	FLV-1-30-B
FLV-1-16-A	FLV-1-31-A
FLV-1-16-B	FLV-1-31-B
FLV-1-17-A	FLV-1-32-A
FLV-1-17-B	FLV-1-32-B
FLV-1-18-A	FLV-1-33-A
FLV-1-18-B	FLV-1-33-B
FLV-1-25-A	FLV-1-34-A
FLV-1-25-B	FLV-1-34-B
FLV 1-26-A	FLV-1-35-A
FLV-1-26-B	FLV-1-35-B

PHASE 2

All of Phase-2 Four Lakes Village at Park Meadows Plat, recorded in the office of the Summit County Recorder.

Parcel Numbers:

FLV 2-19-A	FLV-2-23-A
FLV-2-19-B	FLV-2-23-B
FLV 2-20-A	FLV-2-24-A
FLV-2-20-B	FLV-2-24-B
FLV 2-21-A	FLV-2-36-A
FLV-2-21-B	FLV-2-36-B
FLV 2-22-A	
FLV-2-22-B	

PHASE 3

All of Phase-3 Four Lakes Village at Park Meadows Plat, recorded in the office of the Summit County Recorder.

Parcel Numbers:

FLV 3-5-A	FLV-3-10-A	FLV-3-15-A
FLV-3-5-B	FLV-3-10-B	FLV-3-15-B
FLV 3-6-A	FLV-3-11-A	FLV-3-37-A
FLV-3-6-B	FLV-3-11-B	FLV-3-37-B
FLV 3-7-A	FLV-3-12-A	
FLV-3-7-B	FLV-3-12-B	
FLV 3-8-A	FLV-3-13-A	
FLV-3-8-B	FLV-3-13-B	
FLV 3-9-A	FLV-3-14-A	
FLV-3-9-B	FLV-3-14-B	

Parcel Number PCA-2-2100-A-5 (Common Area)

BEG AT THE MOST E'LY COR OF LOT 2(A),FOUR LAKES VILLAGE AT PARK MEADOWS, SD PT BEING N 223.627 FT & E 3,509.356 FTFR THE W 1/4 COR OF SEC 4,T2SR4E,SLBM &RUN TH N 12*18'06" W 251.140 FT ALG THEE'LY LINE OF SD LOT 2 (A); TH S 58*00'00"E 42.472 FT; TH S 19*00'00" E 173.296 FT; TH S 34*00'00"W 70.00 FT TO THE PT OF BEG CONT 0.20 ACRES 692-364

Parcel Number FLV-C (Common Area)

PARCEL "C" AS SHOWN ON THE PLAT OF FOUR LAKES VILLAGE AT PARK MEADOWS RECORDED MAY 31,1990 AS ENTRY NO 324822 & SHOWN ON THE PLAT OF AMENDED & EXTENDED PHASE 1 FOUR LAKES VILLAGE, A PLANNED UNIT DEVELOPMENT RECORDED APRIL 26,1991 AS ENTRY NO 339917 SUMMIT COUNTY RECORDERS OFFICE CONT 0.04 AC M/L

(76 Total Parcels)

EXHIBIT B ALLOCATED INTEREST

Lot	Area (sq.ft)	Address		%Area
1-A	2441	2742	Four Lakes Drive	1.32289%
1-B	2531	2740	Four Lakes Drive	1.37167%
2-A	2707	2748	Four Lakes Drive	1.46706%
2-B	2936	2746	Four Lakes Drive	1.59116%
3-A	2810	2754	Four Lakes Drive	1.52288%
3-B	2569	2752	Four Lakes Drive	1.39227%
4-A	2707	2760	Four Lakes Drive	1.46706%
4-B	2936	2758	Four Lakes Drive	1.59116%
5-A	2810	2764	Four Lakes Drive	1.52288%
5-B	2569	2762	Four Lakes Drive	1.39227%
6-A	2707	2766	Four Lakes Drive	1.46706%
6-B	2936	2768	Four Lakes Drive	1.59116%
7-A	2810	2770	Four Lakes Drive	1.52288%
7-B	2569	2772	Four Lakes Drive	1.39227%
8-A	2019	2778	Four Lakes Drive	1.09420%
8-B	2019	2776	Four Lakes Drive	1.09420%
9-A	2810	2782	Four Lakes Drive	1.52288%
9-B	2569	2780	Four Lakes Drive	1.39227%
10-A	2019	2786	Four Lakes Drive	1.09420%
10-B	2019	2784	Four Lakes Drive	1.09420%
11-A	2019	2788	Four Lakes Drive	1.09420%
11-B	2019	2790	Four Lakes Drive	1.09420%
12-A	2810	2794	Four Lakes Drive	1.52288%
12-B	2569	2792	Four Lakes Drive	1.39227%

13-A	2707	2798	Four Lakes Drive	1.46706%
13-B	2936	2796	Four Lakes Drive	1.59116%
14-A	2707	2802	Four Lakes Drive	1.46706%
14-B	2936	2800	Four Lakes Drive	1.59116%
15-A	2810	2806	Four Lakes Drive	1.52288%
15-B	2569	2804	Four Lakes Drive	1.39227%
16-A	2707	2814	Four Lakes Drive	1.46706%
16-B	2936	2812	Four Lakes Drive	1.59116%
17-A	2810	2818	Four Lakes Drive	1.52288%
17-B	2569	2816	Four Lakes Drive	1.39227%
18-A	2707	2822	Four Lakes Drive	1.46706%
18-B	2936	2820	Four Lakes Drive	1.59116%
19-A	2019	2801	Estates Drive	1.09420%
19-B	2019	2799	Estates Drive	1.09420%
20-A	2019	2795	Estates Drive	1.09420%
20-B	2019	2793	Estates Drive	1.09420%
21-A	2019	2787	Estates Drive	1.09420%
21-B	2019	2789	Estates Drive	1.09420%
22-A	2019	2781	Estates Drive	1.09420%
22-B	2019	2783	Estates Drive	1.09420%
23-A	2019	2775	Estates Drive	1.09420%
23-B	2019	2773	Estates Drive	1.09420%
24-A	2707	2769	Estates Drive	1.46706%
24-B	2936	2767	Estates Drive	1.59116%
25-A	2810	2761	Estates Drive	1.52288%
25-B	2569	2757	Estates Drive	1.39227%

26-A	2637	2751	Estates Drive	1.42912%
26-B	2587	2749	Estates Drive	1.40202%
27-A	2159	2756	Estates Drive	1.17006%
27-B	2159	2758	Estates Drive	1.17006%
28-A	2365	2764	Estates Drive	1.28171%
28-B	2417	2762	Estates Drive	1.30989%
29-A	2365	2768	Estates Drive	1.28171%
29-B	2400	2770	Estates Drive	1.30067%
30-A	2365	2776	Estates Drive	1.28171%
30-B	2417	2774	Estates Drive	1.30989%
31-A	2365	2782	Estates Drive	1.28171%
31-B	2417	2780	Estates Drive	1.30989%
32-A	2365	2788	Estates Drive	1.28171%
32-B	2417	2786	Estates Drive	1.30989%
33-A	2365	2796	Estates Drive	1.28171%
33-B	2417	2794	Estates Drive	1.30989%
34-A	2365	2804	Estates Drive	1.28171%
34-B	2417	2802	Estates Drive	1.30989%
35-A	2365	2812	Estates Drive	1.28171%
35-B	2417	2810	Estates Drive	1.30989%
36-A	2707	2809	Estates Drive	1.46706%
36-B	2936	2807	Estates Drive	1.59116%
37-A	2707	2810	Four Lakes Drive	1.46706%
37-B	2936	2808	Four Lakes Drive	1.59116%

TOTAL: 100%

EXHIBIT C
BYLAWS
OF
FOUR LAKES VILLAGE HOMEOWNERS ASSOCIATION, INC.

These BYLAWS OF FOUR LAKES VILLAGE HOMEOWNERS ASSOCIATION, INC. are effective upon recording in the Summit County Recorder's Office pursuant to the Utah Community Association Act ("Act") and the Utah Revised Nonprofit Corporation Act ("Nonprofit Act") (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for any and 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 Declaration and its Articles of Incorporation.

B. These Bylaws are adopted to complement the 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 Four Lakes Village at Park Meadows, and to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

C. These Bylaws of the Association supersede and replace any previous bylaws of the Association and any amendments thereto, whether recorded or not.

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 Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Four Lakes Village at Park Meadows.

ARTICLE II
APPLICATION

2.1 All present and future Owners, Mortgagees, and Occupants, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Living Units or the mere act of occupancy or use of any said Living Units or the Common Areas will signify that these Bylaws, the 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. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, distributing the most recent reserve study, and to transact such other business as may come before the 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 at least thirty-five percent (35%) of the Allocated Interest 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 forty-five (45) days of receipt of the Owner request.

3.3 **Place of Meetings**. The Board may designate any place that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, the place of the meeting shall be held at the office of the Association or its Manager. Meetings may also be held (partially or wholly) through any electronic means, including Zoom or similar platforms, so long as all persons participating in the meeting may hear each other during the meeting.

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 entitled to vote at such meeting not more than thirty (30) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, regular mail, or as otherwise allowed by the Act. 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 Living Unit shall be deemed to be the Owner's registered address and notice to the Living Unit 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 **Qualified Voters.** An Owner shall be deemed to be in “good standing” and “entitled to vote” at any meeting of the Association if he or she is not delinquent in the payment of Assessments within seventy-two (72) hours prior to the meeting.

3.6 **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than thirty (30) 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.

3.7 **Quorum.** Those Owners present in person or by proxy at any duly called meeting that is called and held in compliance with the requirements of this Article, shall constitute a quorum for the adoption of decisions.

3.8 **Proxies.** Owners shall be entitled to vote in person or by proxy at each meeting 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 to a Person who represents an Owner at Association meetings shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary, Manager, or other person designated by the Board before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

3.9 **Votes.** With respect to each matter submitted to an Owner vote, each Owner entitled to vote at a meeting shall have the right to cast, in person or by proxy, the Lot's Allocated Interest as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the 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 who are in good standing (see Section 3.5 above) shall be entitled to vote. Voting for any Association matter, including elections, may be done electronically, including online voting, so long as the Board can reasonably determine the validity of the vote.

The Board may adopt additional Rules regarding such electronic voting, including timeframes for voting and other issues.

3.10 **Waiver of Irregularities**. All inaccuracies and/or irregularities in calls or notices of a meeting and in the manner of voting, form of proxies, and/or method of ascertaining Owners present shall be deemed waived if no objection thereto is made at the meeting.

3.11 **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.

3.12 **Minutes of Meetings**. The Secretary or other assigned individual shall take minutes of all meetings of the Owners.

3.13 **Adjournment**. The Board may adjourn any meeting for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

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 Declaration, these Bylaws, the Articles, or the Acts except such powers that the 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 by a Board of Directors composed of five (5) individuals. Board Members must be in good standing (see Section 3.5 herein), must be at least 18 years old and must be an Owner or the spouse of an Owner of a Lot in the Project. 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. No more than one (1) Board Member may reside in the same household. 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 **Nominations**. All nominees shall meet the qualifications for Board Members provided in these Bylaws. The Board of Directors may implement and adopt nomination procedures and policies in its sole discretion by Resolution.

4.4 **Election**. The election of Board Members shall be made by a vote of the Owners. If the election of Board Members is not held during the Annual Meeting, or at any adjournment

thereof, the Board may hold the election at a Special Meeting of the Owners. Pursuant to Section 3.9 above, the election may also take place electronically, including online voting, so long as the Board can reasonably determine the validity of the vote. During each election, Owners in good standing (see Section 3.5 above) (or their proxies, if the election takes place during an Annual or Special Meeting) may cast, with respect to each vacancy, their Allocated Interest. The candidates receiving the largest number of votes shall be elected. Cumulative (i.e., an Owner casting all of his or her votes for the same candidate) or fractional voting is not permitted.

4.5 **Term of Office.** Each Board Member shall be elected for a term of three (3) years. The terms shall be staggered and overlap so that elections for Board Member positions are held each year. If the terms become un-staggered for any reason, the Board may provide for the re-staggering of terms in a manner the Board deems appropriate, including the altering of the terms of some Board Members to reestablish staggering. Board Members may serve consecutive terms if reelected.

4.6 **Regular Meetings.** The Board shall hold meetings at least every three (3) months 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.** Notices of Board meetings may be given to Board Members and Owners personally, by email, by telephone, including text message, or as otherwise allowed by the Acts. By unanimous consent of the Board, meetings may be held without call or notice to Board Members, but notice shall always be provided, as required by the Acts, to those Owners who have requested notice of Board meetings.

4.9 **Quorum and Manner of Action.** A majority of the then authorized Board Members shall constitute a quorum for the transaction of business at any Board meeting. 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 or Manager and providing a valid email address and phone number capable of receiving text messages which may be used by the Association in sending notice. 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 Location.** The Board may designate any convenient place 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 or Owners 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, who have requested notice, 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 approved the minutes recording the Board action.

4.14 **Compensation.** No Board Member shall receive compensation for any services rendered 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.** Board Members may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, by the Owners at a special meeting duly called for such purpose upon the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Association.

4.16 **Vacancies.** If vacancies shall 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.

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 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 or 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.

5.2 **Election, Tenure, and Qualifications**. Officers shall be elected by the Board at the first Board meeting following each Annual Meeting of the Owners. Each such 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**. An 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. An 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 and Newly Created Offices**. If a 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.

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

5.9 **Treasurer.** The Treasurer shall be responsible to maintain the financial accounting 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 is responsible for the implementation of procedures to minimize the risk of embezzlement or improper use of Association funds and financial accounts. 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 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 any powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The

Board shall have the final determination as to any committee actions and may terminate a committee at any time.

6.2 **Proceeding of Committees.** A 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 from time to time determine. Committees shall keep records of its proceedings and shall regularly report such records 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 members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted 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 a vacancy shall occur in any committee 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 Against Third Party Actions.** The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Board Member, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably

believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

7.2 **Indemnification Against Association Actions.** The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board Member, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 **Determination.** To the extent that a Board Member, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 hereof, he or she shall be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Section 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the Board Member, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board by a majority vote of a quorum consisting of Board Members who were not parties to such action, suit, or proceeding, or (ii) by independent legal counsel in a written opinion, or (iii) by the Owners by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest at any meeting duly called for such purpose.

7.4 **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the Board Member, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article.

7.5 **Scope of Indemnification.** The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of

disinterested Board Members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Board Members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board Members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

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

7.7 **Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be Common Expenses.

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

ARTICLE VIII RECORDS AND AUDITS

8.1 **General Records.** The Board of Directors or the Manager for the Association shall keep detailed records of the actions of the Board of Directors and Manager; minutes of the meetings of the Board of Directors; and minutes of the Owner meetings of the Association. The Board of Directors shall also maintain a book of resolutions containing the Rules, regulations, and policies adopted by the Association and Board of Directors. The Board of Directors shall also maintain a list of Owners.

8.2 **Records of Receipts and Expenditures.** The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Project, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

8.3 **Fiscal Year.** The fiscal year of the Association shall begin on January 1st each year and shall end on December 31st.

8.4 Financial Reports and Audits. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to any mortgagees of Lots who request the same. The Board of Directors may also annually, at the expense of the Association, obtain an “accounting review” or “agreed upon procedures” by a certified public accountant or other similar financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Lots who request this information. From time to time the Board may also, at the expense of the Association, obtain an audit by a certified public accountant of the books and records of the Association. At any time, any Owner or Mortgagee may, at such Owner’s or Mortgagee’s own expense, cause an audit or inspection to be made of the books and records of the Association.

8.5 Inspection of Records by Owners. Except as provided in Section 8.6 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Lot who makes a request in writing, pursuant to Rules adopted by resolution of the Board of Directors. The Board of Directors shall maintain a copy, suitable for the purposes of duplication of the following: (1) The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association; (2) The most recent financial statement prepared pursuant to Section 8.4 above; and (3) The current operating budget of the Association. The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained under this Section 8.5. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information, which may include managerial, legal, or accounting fees.

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

(a) Personnel matters relating to a specific identified person or a person’s medical records.

(b) Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.

(d) Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.

(e) Disclosure of information in violation of law.

(f) Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or Rules;

(g) Documents, correspondence, or management or Board of Director reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

(h) Documents, correspondence, or other matters considered by the Board of Directors in executive session.

(i) Files of individual Owners, other than those of a requesting Owner or requesting Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE IX RULES AND REGULATIONS

9.1 **Rules.** The Board shall have the authority to adopt and establish by resolution such Association Rules as it may deem necessary for the maintenance, operation, management, and control of the Project and the management of the Association. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and Occupants. Owners are responsible to ensure that their Occupants strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE X AMENDMENTS

10.1 **Amendments.** The Bylaws may be amended, altered, or repealed upon the affirmative vote of at least fifty-one percent (51%) of Allocated Interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Summit 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.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

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

11.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

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

IN WITNESS WHEREOF, the Association has executed these Bylaws of the Four Lakes Village Homeowners Association, Inc. as of the day and year written below, after having receiving approval from at least 67% of the Allocated Interest of the Association.

[SIGNATURE PAGE TO FOLLOW]

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Audrey T. Wendolowski

Printed Name of Owner

Audrey T. Wendolowski

Audrey T. Wendolowski (Mar 21, 2023 13:53 MDT)

Signature of Owner

2800 Four Lakes Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1nETGz_pAaO-a557UKsHHr6SGJI-vpwu

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:35:58 PM GMT- IP address: 63.239.173.51
- Document emailed to audrey.wendolowski@gmail.com for signature
2023-03-21 - 7:36:12 PM GMT
- Email viewed by audrey.wendolowski@gmail.com
2023-03-21 - 7:43:23 PM GMT- IP address: 71.195.251.100
- Signer audrey.wendolowski@gmail.com entered name at signing as Audrey T. Wendolowski
2023-03-21 - 7:53:34 PM GMT- IP address: 71.195.251.100
- Document e-signed by Audrey T. Wendolowski (audrey.wendolowski@gmail.com)
Signature Date: 2023-03-21 - 7:53:36 PM GMT - Time Source: server- IP address: 71.195.251.100
- Agreement completed.
2023-03-21 - 7:53:36 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Thomas Billings

Printed Name of Owner

Thomas T. Billings

Thomas T. Billings (Mar 21, 2023 13:38 MDT)

Signature of Owner

2798 Four Lakes Dr.

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8pBEGDEw5Y0cUw1ryRP1X5JILC30d0k

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:33:53 PM GMT- IP address: 63.239.173.51
- Document emailed to ttbill2405@msn.com for signature
2023-03-21 - 7:34:06 PM GMT
- Email viewed by ttbill2405@msn.com
2023-03-21 - 7:35:23 PM GMT- IP address: 69.137.188.212
- Signer ttbill2405@msn.com entered name at signing as Thomas T. Billings
2023-03-21 - 7:38:47 PM GMT- IP address: 69.137.188.212
- Document e-signed by Thomas T. Billings (ttbill2405@msn.com)
Signature Date: 2023-03-21 - 7:38:49 PM GMT - Time Source: server- IP address: 69.137.188.212
- Agreement completed.
2023-03-21 - 7:38:49 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

O.Michael Homme

Printed Name of Owner



Signature of Owner

2766 Four Lakes Dr, Park City, UT

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_eGTGdp4-DKAsFXT1_G5SGDXh-GeXELF

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

-  Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:51:22 PM GMT- IP address: 63.239.173.51
-  Document emailed to Mike Homme (mike@hommeproperty.com) for signature
2023-03-21 - 6:51:36 PM GMT
-  Email viewed by Mike Homme (mike@hommeproperty.com)
2023-03-21 - 6:56:34 PM GMT- IP address: 47.156.173.204
-  Document e-signed by Mike Homme (mike@hommeproperty.com)
Signature Date: 2023-03-21 - 6:58:39 PM GMT - Time Source: server- IP address: 47.156.173.204
-  Agreement completed.
2023-03-21 - 6:58:39 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Justin Gottlieb

Printed Name of Owner



Justin Gottlieb (Mar 21, 2023 16:58 CDT)

Signature of Owner

2788 Estates Dr

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAADtHWThmZrXemCLt0q5McKLnQeBna2tSK

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:21:29 PM GMT- IP address: 63.239.173.51
- Document emailed to jlgottlieb22@me.com for signature
2023-03-21 - 7:21:44 PM GMT
- Email viewed by jlgottlieb22@me.com
2023-03-21 - 9:57:01 PM GMT- IP address: 144.92.154.82
- Signer jlgottlieb22@me.com entered name at signing as Justin Gottlieb
2023-03-21 - 9:58:22 PM GMT- IP address: 144.92.154.82
- Document e-signed by Justin Gottlieb (jlgottlieb22@me.com)
Signature Date: 2023-03-21 - 9:58:24 PM GMT - Time Source: server- IP address: 144.92.154.82
- Agreement completed.
2023-03-21 - 9:58:24 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Dennis Frieder

Printed Name of Owner

Dennis Frieder

Dennis Frieder (Mar 21, 2023 10:52:57 MDT)

Signature of Owner

2774 Estates Dr

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA(AJ)KuYDDeU-clPgHOIGImL8HJjzOez0

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:06:10 PM GMT- IP address: 63.239.173.51
- Document emailed to dfrieder@me.com for signature
2023-03-21 - 7:06:26 PM GMT
- Email viewed by dfrieder@me.com
2023-03-21 - 10:52:06 PM GMT- IP address: 174.52.26.93
- Signer dfrieder@me.com entered name at signing as Dennis Frieder
2023-03-21 - 10:52:55 PM GMT- IP address: 174.52.26.93
- Document e-signed by Dennis Frieder (dfrieder@me.com)
Signature Date: 2023-03-21 - 10:52:57 PM GMT - Time Source: server- IP address: 174.52.26.93
- Agreement completed.
2023-03-21 - 10:52:57 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

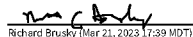
I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Richard Brusky

Printed Name of Owner



Richard Brusky (Mar 21, 2023 11:39 MDT)

Signature of Owner

2789 estates Dr

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-21

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAASgeglOyr0Xl24ZYSN1YKk3w6MxSWelW0

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:23:19 PM GMT- IP address: 63.239.173.51
- Document emailed to Richard Brusky (rcbrusky1@gmail.com) for signature
2023-03-21 - 7:23:31 PM GMT
- Email viewed by Richard Brusky (rcbrusky1@gmail.com)
2023-03-21 - 11:38:20 PM GMT- IP address: 174.52.32.103
- Document e-signed by Richard Brusky (rcbrusky1@gmail.com)
Signature Date: 2023-03-21 - 11:39:51 PM GMT - Time Source: server- IP address: 174.52.32.103
- Agreement completed.
2023-03-21 - 11:39:51 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Tia L. Cottey

Printed Name of Owner

Tia L. Cottey

Tia L. Cottey (Mar 21, 2023 1:37 PDT)

Signature of Owner

2749 Estates Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIsRQqRpMLhceVFknDct-PmIVGxLJG8

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:28:01 PM GMT- IP address: 63.239.173.51
- Document emailed to tiacotey1@gmail.com for signature
2023-03-21 - 6:28:19 PM GMT
- Email viewed by tiacotey1@gmail.com
2023-03-22 - 1:36:25 AM GMT- IP address: 24.56.4.98
- Signer tiacotey1@gmail.com entered name at signing as Tia L. Cottey
2023-03-22 - 1:37:19 AM GMT- IP address: 24.56.4.98
- Document e-signed by Tia L. Cottey (tiacotey1@gmail.com)
Signature Date: 2023-03-22 - 1:37:21 AM GMT - Time Source: server- IP address: 24.56.4.98
- Agreement completed.
2023-03-22 - 1:37:21 AM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

2758 Estates, LLC by Clay Stuard, Manager

Printed Name of Owner

Clay Stuard

Clay Stuard (Mar 21, 2023 19:10 PDT)

Signature of Owner

2758 Estates Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqPqYCAWKKo3nLj7dzVCW-Om_x1j2C2q

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:42:42 PM GMT- IP address: 63.239.173.51
- Document emailed to Clay Stuard (claystuard@gmail.com) for signature
2023-03-21 - 6:42:57 PM GMT
- Email viewed by Clay Stuard (claystuard@gmail.com)
2023-03-22 - 2:07:53 AM GMT- IP address: 70.175.76.27
- Document e-signed by Clay Stuard (claystuard@gmail.com)
Signature Date: 2023-03-22 - 2:10:45 AM GMT - Time Source: server- IP address: 70.175.76.27
- Agreement completed.
2023-03-22 - 2:10:45 AM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Jonathan Scarlet

Printed Name of Owner

Jonathan Scarlet

Jonathan Scarlet (Mar 21, 2023 23:25 EDT)

Signature of Owner

2792 Four Lakes Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz-Io4MtzPhAvW0JpouSqMcMn4_9TUO

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:24:50 PM GMT- IP address: 63.239.173.51
- Document emailed to jonjay202@gmail.com for signature
2023-03-21 - 7:25:03 PM GMT
- Email viewed by jonjay202@gmail.com
2023-03-21 - 10:20:09 PM GMT- IP address: 172.254.224.131
- Signer jonjay202@gmail.com entered name at signing as Jonathan Scarlet
2023-03-22 - 3:25:05 AM GMT- IP address: 172.254.224.131
- Document e-signed by Jonathan Scarlet (jonjay202@gmail.com)
Signature Date: 2023-03-22 - 3:25:07 AM GMT - Time Source: server- IP address: 172.254.224.131
- Agreement completed.
2023-03-22 - 3:25:07 AM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Caryn Harkins

Printed Name of Owner

Caryn U Harkins

Caryn U Harkins (Mar 22, 2023 01:48 MDT)

Signature of Owner

2776 Four Lakes Dr

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4hpZcELFHG-2Ki19SmmUe3bKM46ksl1

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:08:56 PM GMT- IP address: 63.239.173.51
- Document emailed to caryn.harkins@me.com for signature
2023-03-21 - 7:09:10 PM GMT
- Email viewed by caryn.harkins@me.com
2023-03-22 - 1:48:12 PM GMT- IP address: 98.202.249.51
- Signer caryn.harkins@me.com entered name at signing as Caryn U Harkins
2023-03-22 - 1:48:54 PM GMT- IP address: 98.202.249.51
- Document e-signed by Caryn U Harkins (caryn.harkins@me.com)
Signature Date: 2023-03-22 - 1:48:56 PM GMT - Time Source: server- IP address: 98.202.249.51
- Agreement completed.
2023-03-22 - 1:48:56 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Timothy Terrell

Printed Name of Owner

Timothy G Terrell

Timothy G Terrell (Mar 22, 2023 08:12 MDT)

Signature of Owner

2802 Estates Drive, Park City, UT 84060

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAl09znmhllW_s9940g0WiUc3c32g63wuP

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:40:07 PM GMT- IP address: 63.239.173.51
- Document emailed to tgterrell2013@gmail.com for signature
2023-03-21 - 7:40:21 PM GMT
- Email viewed by tgterrell2013@gmail.com
2023-03-22 - 2:08:31 PM GMT- IP address: 69.130.18.51
- Signer tgterrell2013@gmail.com entered name at signing as Timothy G Terrell
2023-03-22 - 2:12:03 PM GMT- IP address: 69.130.18.51
- Document e-signed by Timothy G Terrell (tgterrell2013@gmail.com)
Signature Date: 2023-03-22 - 2:12:05 PM GMT - Time Source: server- IP address: 69.130.18.51
- Agreement completed.
2023-03-22 - 2:12:05 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Russ Hurley

Printed Name of Owner

Russ Hurley

Russ Hurley (Mar 22, 2023 09:40 MDT)

Signature of Owner

2820 Four Lakes Drive

Address at Four Lakes







3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9GFcKJelcErtxKtBg7875PQla9CkA0

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

-  Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:54:20 PM GMT- IP address: 63.239.173.51
-  Document emailed to rhurleyflv@gmail.com for signature
2023-03-21 - 7:54:33 PM GMT
-  Email viewed by rhurleyflv@gmail.com
2023-03-22 - 3:38:55 PM GMT- IP address: 98.202.248.29
-  Signer rhurleyflv@gmail.com entered name at signing as Russ Hurley
2023-03-22 - 3:40:14 PM GMT- IP address: 98.202.248.29
-  Document e-signed by Russ Hurley (rhurleyflv@gmail.com)
Signature Date: 2023-03-22 - 3:40:16 PM GMT - Time Source: server- IP address: 98.202.248.29
-  Agreement completed.
2023-03-22 - 3:40:16 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Leland (Bud) Stacy

Printed Name of Owner

Leland Stacy

Leland Stacy (Mar 22, 2023 13:42 MDT)

Signature of Owner

2809 Estates Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8POVI-29z7am011sM6ny5Pu8sCxhXK0P

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:47:10 PM GMT- IP address: 63.239.173.51
- Document emailed to stacyfamily@comcast.net for signature
2023-03-21 - 7:47:42 PM GMT
- Email viewed by stacyfamily@comcast.net
2023-03-22 - 7:41:17 PM GMT- IP address: 98.202.171.240
- Signer stacyfamily@comcast.net entered name at signing as Leland Stacy
2023-03-22 - 7:42:46 PM GMT- IP address: 98.202.171.240
- Document e-signed by Leland Stacy (stacyfamily@comcast.net)
Signature Date: 2023-03-22 - 7:42:48 PM GMT - Time Source: server- IP address: 98.202.171.240
- Agreement completed.
2023-03-22 - 7:42:48 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Nancy E Nelson

Printed Name of Owner

Nancy E Nelson

Nancy E Nelson (Mar 22, 2023 14:38 PDT)

Signature of Owner

2793 Estates Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5zkAd22YdAppgI4P6LVmotMKuWXWO5O

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:25:40 PM GMT- IP address: 63.239.173.51
- Document emailed to nancyenelson63@gmail.com for signature
2023-03-21 - 7:25:53 PM GMT
- Email viewed by nancyenelson63@gmail.com
2023-03-22 - 9:24:00 PM GMT- IP address: 98.167.254.253
- Signer nancyenelson63@gmail.com entered name at signing as Nancy E Nelson
2023-03-22 - 9:38:44 PM GMT- IP address: 98.167.254.253
- Document e-signed by Nancy E Nelson (nancyenelson63@gmail.com)
Signature Date: 2023-03-22 - 9:38:46 PM GMT - Time Source: server- IP address: 98.167.254.253
- Agreement completed.
2023-03-22 - 9:38:46 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):


I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Laura Kleinman

Printed Name of Owner


Laura Kleinman (Mar 22, 2023 10:31 PDT)

Signature of Owner

2796

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-22

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAah7E9ehC6d12T7u9nKLoA9CANzxSgzq7r

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:32:41 PM GMT- IP address: 63.239.173.51
- Document emailed to laurakleinman@gmail.com for signature
2023-03-21 - 7:33:10 PM GMT
- Email viewed by laurakleinman@gmail.com
2023-03-22 - 5:29:39 PM GMT- IP address: 97.113.189.228
- Signer laurakleinman@gmail.com entered name at signing as Laura Kleinman
2023-03-22 - 5:31:28 PM GMT- IP address: 97.113.189.228
- Document e-signed by Laura Kleinman (laurakleinman@gmail.com)
Signature Date: 2023-03-22 - 5:31:30 PM GMT - Time Source: server- IP address: 97.113.189.228
- Agreement completed.
2023-03-22 - 5:31:30 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

James R. Wilson

Printed Name of Owner

James R. Wilson

James R. Wilson (Mar 23, 2023 09:01 MDT)

Signature of Owner

2758 Four Lakes Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-23

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAShenpEkCdFsk-Rs2FuLDCm7M_cYxmyr

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:43:37 PM GMT- IP address: 63.239.173.51
- Document emailed to jamesrwil41@gmail.com for signature
2023-03-21 - 6:43:53 PM GMT
- Email viewed by jamesrwil41@gmail.com
2023-03-21 - 10:53:34 PM GMT- IP address: 98.202.170.37
- Signer jamesrwil41@gmail.com entered name at signing as James r. Wilson
2023-03-23 - 3:01:07 PM GMT- IP address: 98.202.170.37
- Document e-signed by James r. Wilson (jamesrwil41@gmail.com)
Signature Date: 2023-03-23 - 3:01:09 PM GMT - Time Source: server- IP address: 98.202.170.37
- Agreement completed.
2023-03-23 - 3:01:09 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Nancy Corkin

Printed Name of Owner



Nancy Corkin (Mar 24, 2023 09:36 EDT)

Signature of Owner

2796 Estates Dr

Address at Four Lakes







3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-24

Created:	2023-03-23
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3SN8ux629H8j67qy3me6c4FqpCsW3Rnc

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

-  Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-23 - 8:37:36 PM GMT- IP address: 63.239.173.51
-  Document emailed to nancycorkin@gmail.com for signature
2023-03-23 - 8:37:52 PM GMT
-  Email viewed by nancycorkin@gmail.com
2023-03-24 - 1:35:37 PM GMT- IP address: 73.124.77.92
-  Signer nancycorkin@gmail.com entered name at signing as Nancy Corkin
2023-03-24 - 1:36:43 PM GMT- IP address: 73.124.77.92
-  Document e-signed by Nancy Corkin (nancycorkin@gmail.com)
Signature Date: 2023-03-24 - 1:36:45 PM GMT - Time Source: server- IP address: 73.124.77.92
-  Agreement completed.
2023-03-24 - 1:36:45 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Lani Belisle

Printed Name of Owner

Lani Belisle

Lani Belisle (Mar 24, 2023 1:30:04 EDT)

Signature of Owner

2794 Four Lakes Drive, Park City, Utah 84060

Address at Four Lakes







3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-24

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjijCsTWPFx8yEcrPhp4mxa3PsRGVpzxe

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

-  Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:28:49 PM GMT- IP address: 63.239.173.51
-  Document emailed to jdbelisle@comcast.net for signature
2023-03-21 - 7:29:03 PM GMT
-  Email viewed by jdbelisle@comcast.net
2023-03-24 - 5:03:04 PM GMT- IP address: 45.28.5.8
-  Signer jdbelisle@comcast.net entered name at signing as Lani Belisle
2023-03-24 - 5:04:23 PM GMT- IP address: 45.28.5.8
-  Document e-signed by Lani Belisle (jdbelisle@comcast.net)
Signature Date: 2023-03-24 - 5:04:25 PM GMT - Time Source: server- IP address: 45.28.5.8
-  Agreement completed.
2023-03-24 - 5:04:25 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

William Mathies

Printed Name of Owner

William Mathies

William Mathies (Mar 24, 2023 11:13 MDT)

Signature of Owner

2801 Estates Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-24

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHCAABAAj9rhVC8dM5Fs5ZVM6tW-yGSYUq0GBWdx

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:38:16 PM GMT- IP address: 63.239.173.51
- Document emailed to bmathies59@gmail.com for signature
2023-03-21 - 7:38:34 PM GMT
- Email viewed by bmathies59@gmail.com
2023-03-24 - 5:12:40 PM GMT- IP address: 98.202.170.251
- Signer bmathies59@gmail.com entered name at signing as William Mathies
2023-03-24 - 5:13:33 PM GMT- IP address: 98.202.170.251
- Document e-signed by William Mathies (bmathies59@gmail.com)
Signature Date: 2023-03-24 - 5:13:35 PM GMT - Time Source: server- IP address: 98.202.170.251
- Agreement completed.
2023-03-24 - 5:13:35 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Debra R Klein

Printed Name of Owner

Debra R Klein

Debra R Klein (Mar 23, 2023 10:30 MDT)

Signature of Owner

2794 Estates Dr.

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-25

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfttNaP_hyelqPUNcvrsxt9J3BccSmLNh

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:27:13 PM GMT- IP address: 63.239.173.51
- Document emailed to deb.r.klein@gmail.com for signature
2023-03-21 - 7:27:34 PM GMT
- Email viewed by deb.r.klein@gmail.com
2023-03-25 - 4:25:06 PM GMT- IP address: 98.202.248.163
- Signer deb.r.klein@gmail.com entered name at signing as Debra R Klein
2023-03-25 - 4:30:02 PM GMT- IP address: 98.202.248.163
- Document e-signed by Debra R Klein (deb.r.klein@gmail.com)
Signature Date: 2023-03-25 - 4:30:04 PM GMT - Time Source: server- IP address: 98.202.248.163
- Agreement completed.
2023-03-25 - 4:30:04 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Roger C. Baldwin

Printed Name of Owner

ROGER BALDWIN

ROGER BALDWIN (Mar 27, 2023 14:55 MDT)

Signature of Owner

2790 Four Lakes Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-03-27

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxhGN9mK0M/Xa-IP_LPaNAtyjbFFGwA7v

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:24:04 PM GMT- IP address: 63.239.173.51
- Document emailed to phantom@goeaston.net for signature
2023-03-21 - 7:24:18 PM GMT
- Email viewed by phantom@goeaston.net
2023-03-27 - 8:52:49 PM GMT- IP address: 98.202.76.177
- Signer phantom@goeaston.net entered name at signing as ROGER BALDWIN
2023-03-27 - 8:55:40 PM GMT- IP address: 98.202.76.177
- Document e-signed by ROGER BALDWIN (phantom@goeaston.net)
Signature Date: 2023-03-27 - 8:55:42 PM GMT - Time Source: server- IP address: 98.202.76.177
- Agreement completed.
2023-03-27 - 8:55:42 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

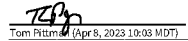
I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Tom Pittman

Printed Name of Owner



Signature of Owner

2760 Four Lakes Dr

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-08

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-UqyW622lr9HBVBRKd9k_DoNGrH32D

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:44:35 PM GMT- IP address: 63.239.173.51
- Document emailed to tompittmanjr@yahoo.com for signature
2023-03-21 - 6:44:48 PM GMT
- Email viewed by tompittmanjr@yahoo.com
2023-04-08 - 3:56:42 PM GMT- IP address: 98.202.252.58
- New document URL requested by tompittmanjr@yahoo.com
2023-04-08 - 3:56:53 PM GMT- IP address: 98.202.252.58
- Signer tompittmanjr@yahoo.com entered name at signing as Tom Pittman
2023-04-08 - 4:03:28 PM GMT- IP address: 98.202.252.58
- Document e-signed by Tom Pittman (tompittmanjr@yahoo.com)
Signature Date: 2023-04-08 - 4:03:30 PM GMT - Time Source: server- IP address: 98.202.252.58
- Agreement completed.
2023-04-08 - 4:03:30 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Julie Kessler

Printed Name of Owner

Julie K

Julie K (Apr 13, 2023 14:52 MDT)

Signature of Owner

2778 Four Lakes Dr

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-13

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJzWCZSL36hE3vbc_BfB7H9oxYkoH63dd

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:09:50 PM GMT- IP address: 63.239.173.51
- Document emailed to Julie K (julie.kessler@gmail.com) for signature
2023-03-21 - 7:10:03 PM GMT
- Email viewed by Julie K (julie.kessler@gmail.com)
2023-04-13 - 8:51:00 PM GMT- IP address: 174.52.27.186
- New document URL requested by Julie K (julie.kessler@gmail.com)
2023-04-13 - 8:51:11 PM GMT- IP address: 174.52.27.186
- Document e-signed by Julie K (julie.kessler@gmail.com)
Signature Date: 2023-04-13 - 8:52:05 PM GMT - Time Source: server- IP address: 174.52.27.186
- Agreement completed.
2023-04-13 - 8:52:05 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Bruce & Karin Reeves

Printed Name of Owner

Bruce Reeves & Karin Reeves

Bruce Reeves & Karin Reeves (Apr 13, 2023 18:05 PDT)

Signature of Owner

2784 Four Lakes Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-14

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ0F0RY9VXb84vs2p5CWp9qeHhNA2EVRY

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:16:47 PM GMT- IP address: 63.239.173.51
- Document emailed to karin.b.reeves@gmail.com for signature
2023-03-21 - 7:17:01 PM GMT
- Email viewed by karin.b.reeves@gmail.com
2023-04-14 - 1:03:32 AM GMT- IP address: 98.47.196.227
- New document URL requested by karin.b.reeves@gmail.com
2023-04-14 - 1:03:36 AM GMT- IP address: 98.47.196.227
- Signer karin.b.reeves@gmail.com entered name at signing as Bruce Reeves & Karin Reeves
2023-04-14 - 1:05:26 AM GMT- IP address: 98.47.196.227
- Document e-signed by Bruce Reeves & Karin Reeves (karin.b.reeves@gmail.com)
Signature Date: 2023-04-14 - 1:05:28 AM GMT - Time Source: server- IP address: 98.47.196.227
- Agreement completed.
2023-04-14 - 1:05:28 AM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):


I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Louis Carvelas

Printed Name of Owner


Louis Carvelas (Apr 15, 2023 07:28 MDT)

Signature of Owner

2783 Estates Drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-15

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa6pSQzhtWunO_3cHcBOeJL4ECm_L3dry

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 7:15:58 PM GMT- IP address: 63.239.173.51
- Document emailed to watchyoum@gmail.com for signature
2023-03-21 - 7:16:11 PM GMT
- Email viewed by watchyoum@gmail.com
2023-03-21 - 7:43:14 PM GMT- IP address: 174.52.26.31
- New document URL requested by watchyoum@gmail.com
2023-04-13 - 11:00:14 PM GMT- IP address: 104.28.49.14
- Email viewed by watchyoum@gmail.com
2023-04-13 - 11:00:30 PM GMT- IP address: 174.52.26.31
- Signer watchyoum@gmail.com entered name at signing as Louis Carvelas
2023-04-15 - 1:28:36 PM GMT- IP address: 67.171.116.148
- Document e-signed by Louis Carvelas (watchyoum@gmail.com)
Signature Date: 2023-04-15 - 1:28:38 PM GMT - Time Source: server- IP address: 67.171.116.148
- Agreement completed.
2023-04-15 - 1:28:38 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Rick Ayish

Printed Name of Owner

Rick Ayish

Rick Ayish (Apr 15, 2023 14:58 MDT)

Signature of Owner

2768 Estates Drive

Address at Four Lakes








3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-15

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAt1yrtW6VnMUE8Ysoo3BK7BFSXnyUszSF

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

-  Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:54:26 PM GMT- IP address: 63.239.173.51
-  Document emailed to rayish@thesuccessgroup.com for signature
2023-03-21 - 6:54:42 PM GMT
-  Email viewed by rayish@thesuccessgroup.com
2023-04-15 - 8:56:57 PM GMT- IP address: 174.52.27.146
-  New document URL requested by rayish@thesuccessgroup.com
2023-04-15 - 8:57:07 PM GMT- IP address: 174.52.27.146
-  Signer rayish@thesuccessgroup.com entered name at signing as Rick Ayish
2023-04-15 - 8:58:46 PM GMT- IP address: 174.52.27.146
-  Document e-signed by Rick Ayish (rayish@thesuccessgroup.com)
Signature Date: 2023-04-15 - 8:58:48 PM GMT - Time Source: server- IP address: 174.52.27.146
-  Agreement completed.
2023-04-15 - 8:58:48 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

jolene schlatter

Printed Name of Owner

jolene schlatter

jolene.schlatter (Apr 17, 2023 10:34 PDT)

Signature of Owner

2742 four lakes drive

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-17

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHCAABAAzz1nEyanxEPzY1Qt2R8quTVtJKcJSBo

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:24:03 PM GMT - IP address: 63.239.173.51
- Document emailed to ryan@gsprods.net for signature
2023-03-21 - 6:24:36 PM GMT
- Email viewed by ryan@gsprods.net
2023-04-05 - 7:57:55 PM GMT - IP address: 98.154.21.234
- New document URL requested by ryan@gsprods.net
2023-04-05 - 7:58:00 PM GMT - IP address: 98.154.21.234
- New document URL requested by ryan@gsprods.net
2023-04-12 - 5:06:02 PM GMT - IP address: 47.147.112.71
- New document URL requested by ryan@gsprods.net
2023-04-17 - 5:19:56 PM GMT - IP address: 47.147.112.71
- Email viewed by ryan@gsprods.net
2023-04-17 - 5:22:31 PM GMT - IP address: 98.154.21.234
- Signer ryan@gsprods.net entered name at signing as jolene schlatter
2023-04-17 - 5:34:34 PM GMT - IP address: 98.154.21.234
- Document e-signed by jolene schlatter (ryan@gsprods.net)
Signature Date: 2023-04-17 - 5:34:36 PM GMT - Time Source: server - IP address: 98.154.21.234
- Agreement completed.
2023-04-17 - 5:34:36 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

Adobe Acrobat Sign



Julie Ladle <julie@millerharrisonlaw.com>

Four Lakes CC&R

1 message

Roy Buchta <rbuchta47@gmail.com>
To: julie@millerharrisonlaw.com

Tue, Mar 21, 2023 at 2:11 PM

I approve the adoption of the new Four Lakes CC&R

Roy Buchta
2795 Estates Dr
park City Ut 84060
412 225-8582

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Michael H. Connor
Printed Name of Owner
[Signature]
Signature of Owner
2762 Four Lakes Drive
Address at Four Lakes
3/22/23
DATE



Julie Ladle <julie@millerharrisonlaw.com>

Re: Four Lakes HOA / New CC&Rs and Bylaws / Voting

1 message

John Brubaker <johnbrubaker@icloud.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Tue, Apr 4, 2023 at 9:14 PM

Yes, we vote in favor of the new CC&R's and also in favor of the new Bylaws. John & Caryl Brubaker, 2810 Four Lakes Drive, Park City UT. 84060

Sent from my iPhone

On Apr 4, 2023, at 10:23 AM, Julie Ladle <julie@millerharrisonlaw.com> wrote:

Dear Four Lakes Homeowners,

I'm following up my email (below) that was sent regarding voting for the new CC&Rs and Bylaws for Four Lakes. Thank you to all who have already submitted your ballots. The Board appreciates you sending in your votes.

If you have not voted, the Board requests that you vote as soon as possible.

For convenience, I've attached the documents that were attached to my previous email. Those documents include a ballot that you can fill out and either email or mail back to me. Additionally, you can simply reply to this email, include your name and address, and state something similar to the following "Yes, I vote in favor of the new CC&Rs and Bylaws" or "No, I do not vote in favor of the new CC&Rs and Bylaws."

Further, each of you should have received an e-sign ballot through Adobe Sign. Submitting your ballot through Adobe Sign is quick and easy. If you did not receive an e-sign ballot, or no longer have access to the ballot, please let me know and I can send you a new ballot.

Thanks to all of you for voting. If you have any questions, please contact me or a member of the Board.



Julie Ladle
Attorney
801.692.0799
385.831.7844 (Direct)
5292 S College Drive, Ste 304
Murray, UT 84123
millerharrisonlaw.com

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

JUDITH P MARTIN, TR

Printed Name of Owner

Judith P Martin

Signature of Owner

2748 Four Lakes Drive

Address at Four Lakes

3/26/23

DATE

MILLER | HARRISON
LAWYERS

Julie Ladle <julie@millerharrisonlaw.com>

Re: Four Lakes HOA / New CC&Rs and Bylaws / Voting

1 message

Clare Jackson <cjackson@steinlodge.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Wed, Apr 5, 2023 at 10:49 AM

2804 estates

Sent from my iPhone

On Apr 5, 2023, at 8:34 AM, Julie Ladle <julie@millerharrisonlaw.com> wrote:

Thanks Clare. Can you tell me the address of your unit?

MILLER | HARRISON
LAWYERS

Julie Ladle
Attorney
801.692.0799
385.831.7844 (Direct)
5292 S College Drive, Ste 304
Murray, UT 84123
millerharrisonlaw.com

On Wed, Apr 5, 2023 at 8:59 AM Clare Jackson <cjackson@steinlodge.com> wrote:

Yes I vote in favor of the new CCR'S.

<image001.jpg>

Clare Jackson | Associate Broker
[O] | [C] 435-640-2764
7700 Stein Way | P.O. Box 3177
Park City, Utah 84060
cjackson@steinlodge.com
www.SteinsRealty.com

<image002.jpg>

<image003.jpg>

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Leslie Hanna
Printed Name of Owner
Leslie Hanna
Signature of Owner
2769 Four Lakes Dr
Address at Four Lakes
4-13-23
DATE



Julie Ladle <julie@millerharrisonlaw.com>

Re: Four Lakes HOA / New CC&Rs and Bylaws / Voting

1 message

John and Marge Budd <jmbuddfamily@gmail.com> Thu, Apr 13, 2023 at 4:20 PM
To: Julie Ladle <julie@millerharrisonlaw.com>

My name is John Budd. My address is 2786 Estates Dr. I approve of the proposed CC&R and by laws changes for 2023.
John Budd
April 13 2023

On Tue, Apr 4, 2023 at 2:23 PM Julie Ladle <julie@millerharrisonlaw.com> wrote:
Dear Four Lakes Homeowners,

I'm following up my email (below) that was sent regarding voting for the new CC&Rs and Bylaws for Four Lakes. Thank you to all who have already submitted your ballots. The Board appreciates you sending in your votes.

If you have not voted, the Board requests that you vote as soon as possible.

For convenience, I've attached the documents that were attached to my previous email. Those documents include a ballot that you can fill out and either email or mail back to me. Additionally, you can simply reply to this email, include your name and address, and state something similar to the following "Yes, I vote in favor of the new CC&Rs and Bylaws" or "No, I do not vote in favor of the new CC&Rs and Bylaws."

Further, each of you should have received an e-sign ballot through Adobe Sign. Submitting your ballot through Adobe Sign is quick and easy. If you did not receive an e-sign ballot, or no longer have access to the ballot, please let me know and I can send you a new ballot.

Thanks to all of you for voting. If you have any questions, please contact me or a member of the Board.



Julie Ladle
Attorney
801.692.0799
385.831.7844 (Direct)
5292 S College Drive, Ste 304
Murray, UT 84123
millerharrisonlaw.com

On Tue, Mar 21, 2023 at 11:53 AM Julie Ladle <julie@millerharrisonlaw.com> wrote:
Dear Four Lakes Homeowners,



Julie Ladle <julie@millerharrisonlaw.com>

Ballot

1 message

Carroll Jackson <carroll_jackson@msn.com> Thu, Apr 13, 2023 at 4:46 PM
To: "julie@millerharrisonlaw.com" <julie@millerharrisonlaw.com>

Julie, we are owners at 2746 Four Lakes.

Wear traveling and I only gave my phone and no printer or fax.

We vote yes on the amendments

Carroll and Barbara Jackson

Sent from my iPhone



Julie Ladle <julie@millerharrisonlaw.com>

New Documents Vote

1 message

Ute Fite <utefite@gmail.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Fri, Apr 14, 2023 at 11:57 AM

Hi Julie,

Yes, I vote in favor of the proposed new documents.

Thank you,

Ute Fite
2770 Estates Drive
Park City, UT. 84060

Sent from my iPhone



Julie Ladle <julie@millerharrisonlaw.com>

cc&Rs and Bylaws Four Lakes Village

1 message

Donna Birsner <donnabirsner@yahoo.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Fri, Apr 14, 2023 at 12:11 PM

YES, I OF THE VOTE IN FAVOR OF THE NEW CC&Rs and BYLAWS.

Donna Birsner
2770 Four Lakes Dr.
Park City,Utah 84060



Julie Ladle <julie@millerharrisonlaw.com>

Re: Four Lakes HOA / New CC&Rs and Bylaws / Voting

1 message

Carla Kirby <carlakirby59@gmail.com> Fri, Apr 14, 2023 at 9:39 PM
To: Julie Ladle <julie@millerharrisonlaw.com>

Carla and Michael Kirby
2787 Estates Drive
Park City, Ut. 84060

Yes We vote in favor of the new CC&Rs and Bylaws
Carla and Michael Kirby

On Apr 4, 2023, at 1:23 PM, Julie Ladle <julie@millerharrisonlaw.com> wrote:

Dear Four Lakes Homeowners,

I'm following up my email (below) that was sent regarding voting for the new CC&Rs and Bylaws for Four Lakes. Thank you to all who have already submitted your ballots. The Board appreciates you sending in your votes.

If you have not voted, the Board requests that you vote as soon as possible.

For convenience, I've attached the documents that were attached to my previous email. Those documents include a ballot that you can fill out and either email or mail back to me. Additionally, you can simply reply to this email, include your name and address, and state something similar to the following "Yes, I vote in favor of the new CC&Rs and Bylaws" or "No, I do not vote in favor of the new CC&Rs and Bylaws."

Further, each of you should have received an e-sign ballot through Adobe Sign. Submitting your ballot through Adobe Sign is quick and easy. If you did not receive an e-sign ballot, or no longer have access to the ballot, please let me know and I can send you a new ballot.

Thanks to all of you for voting. If you have any questions, please contact me or a member of the Board.



Julie Ladle
Attorney
801.692.0799
385.831.7844 (Direct)



Julie Ladle <julie@millerharrisonlaw.com>

FLV voting

1 message

Audrey Leach <aeach99@hotmail.com> Sat, Apr 15, 2023 at 11:23 AM
To: "julie@millerharrisonlaw.com" <julie@millerharrisonlaw.com>, Russ Hurley <rhurleyfiv@gmail.com>

Dear Julie,

I am voting via email on the CC&R for Four Lakes. I vote to approve! My address is 2816 Four Lakes Dr.

I have been out of the country since January 2023 and your emails must have gone to junk mail since you are not in my contact list. Sorry for the delay. I only have an iPad with me and not able to respond any other way than email.

Regards,

Audrey Leach
2816 Four Lakes Dr.
Park City, Utah 84060

Sent from my iPad

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

CATHERINE ~~WIEBER~~ SHIMODA
Printed Name of Owner

[Signature]
Signature of Owner

2799 ESTATES DRIVE
Address at Four Lakes

4/14/2023
DATE

Miller Harrison LLC Mail - Voting FLV

<https://mail.google.com/mail/u/0/?ik=c427b8a5fc&view=pt&search=al>

MILLER | HARRISON
— LAWYERS —

Julie Ladle <julie@millerharrisonlaw.com>

Voting FLV

1 message

Kara Nordstrom <knordstrom@usitb.com>

Sat, Apr 15, 2023 at 12:37 PM

To: Julie Ladle <julie@millerharrisonlaw.com>

Cc: "shawn@stwadvisors.com" <shawn@stwadvisors.com>, "hurley.russ@gmail.com" <hurley.russ@gmail.com>

Julie-

We are voting to **APPROVE** the proposed new CC&R's and Bylaws.

Shawn and Kara Wells

2786 Four Lakes Drive

Park City, UT 84060

Please let us know if anything else is necessary at this time.

Best,

Kara Wells.

MILLER | HARRISON
— LAWYERS —

Julie Ladle <julie@millerharrisonlaw.com>

Re: Four Lakes HOA / New CC&Rs and Bylaws / Voting

1 message

Damien Bartholomew <damiensbartholomew1@gmail.com>

Tue, Apr 18, 2023 at 1:08

To: Julie Ladle <julie@millerharrisonlaw.com>

PM

I vote in favor of the new CC&Rs and Bylaws.

Damien Bartholomew
2756 Estates Drive
Park City, UT 81060

On Tue, Apr 4, 2023 at 4:23 PM Julie Ladle <julie@millerharrisonlaw.com> wrote:

Dear Four Lakes Homeowners,

I'm following up my email (below) that was sent regarding voting for the new CC&Rs and Bylaws for Four Lakes. Thank you to all who have already submitted your ballots. The Board appreciates you sending in your votes.

If you have not voted, the Board requests that you vote as soon as possible.

For convenience, I've attached the documents that were attached to my previous email. Those documents include a ballot that you can fill out and either email or mail back to me. Additionally, you can simply reply to this email, include your name and address, and state something similar to the following "Yes, I vote in favor of the new CC&Rs and Bylaws" or "No, I do not vote in favor of the new CC&Rs and Bylaws."

Further, each of you should have received an e-sign ballot through Adobe Sign. Submitting your ballot through Adobe Sign is quick and easy. If you did not receive an e-sign ballot, or no longer have access to the ballot, please let me know and I can send you a new ballot.

Thanks to all of you for voting. If you have any questions, please contact me or a member of the Board.

MILLER | HARRISON
— LAWYERS —

Julie Ladle
Attorney
801.692.0799
385.831.7844 (Direct)
5292 S College Drive, Ste 304
Murray, UT 84123
millerharrisonlaw.com

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

William R Keyf Jr
Printed Name of Owner

William R Keyf Jr
Signature of Owner

2807 Estates Drive
Address at Four Lakes

4-16-23
DATE



Julie Ladle <julie@millerharrisonlaw.com>

Vote

1 message

Janice Wilke <janicewilke@hotmail.com>

Tue, Apr 18, 2023 at 11:18 AM

To: "julie@millerharrisonlaw.com" <julie@millerharrisonlaw.com>

John and I approve of the proposed bylaws - 2782 Four Lakes Drive.
Sent from my iPhone

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.
Proposed New CC&Rs & Bylaws

(choose one):

 X I approve the proposed new CC&Rs & Bylaws.

 I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Herbert Dym
Printed Name of Owner

Herbert Dym
Signature of Owner

2782 Four Lakes Drive
Address at Four Lakes

4/22/2023
DATE

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Sydney Reed
Printed Name of Owner

Sydney Reed
Signature of Owner

2802 Four Lakes Dr
Address at Four Lakes

4/22/2023
DATE

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

RICHARD C MOORE
Printed Name of Owner

Richard C Moore
Signature of Owner

2740 FOUR LAKES DR
Address at Four Lakes

APRIL 23, 2023
DATE



Julie Ladle <julie@millerharrisonlaw.com>

4 lakes estates

1 message

Steven Michalski <stevemp99@gmail.com>
To: julie@millerharrisonlaw.com

Sun, Apr 23, 2023 at 8:06 PM

I approve the new bylaws we are at 2812 estates drive Steve Michalski



Julie Ladle <julie@millerharrisonlaw.com>

(no subject)

1 message

Steven Michalski <stevemp99@gmail.com>
To: julie@millerharrisonlaw.com

Sun, Apr 23, 2023 at 8:07 PM

Also approve CC&Rs Steven Michalski

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Kern Bachman
Printed Name of Owner
Kern Bachman
Signature of Owner
2804 Four LAKES DRIVE
Address at Four Lakes
4/23/2023
DATE

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Jayne Howe
Printed Name of Owner
Jayne Howe
Signature of Owner
2808 Four Lakes Dr
Address at Four Lakes
4/24/23
DATE

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

GLENN CRUTE
Printed Name of Owner

[Signature]
Signature of Owner

2814 FOUR LAKES DR
Address at Four Lakes

4/25/23
DATE

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Terry Klitzner

Printed Name of Owner

Terry Klitzner

Signature of Owner

Terry Klitzner

Address at Four Lakes









3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-04-28

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAamukz8CNa0Osn_U1-IPK6eVgpiM07xhY

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

-  Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:49:28 PM GMT - IP address: 63.239.173.51
-  Document emailed to terry.klitzner@gmail.com for signature
2023-03-21 - 6:49:41 PM GMT
-  Email viewed by terry.klitzner@gmail.com
2023-03-23 - 1:19:15 AM GMT - IP address: 66.27.77.35
-  New document URL requested by terry.klitzner@gmail.com
2023-04-28 - 0:10:39 AM GMT - IP address: 66.27.73.17
-  Email viewed by terry.klitzner@gmail.com
2023-04-28 - 0:11:10 AM GMT - IP address: 66.27.73.17
-  Signer terry.klitzner@gmail.com entered name at signing as Terry Klitzner
2023-04-28 - 0:12:02 AM GMT - IP address: 66.27.73.17
-  Document e-signed by Terry Klitzner (terry.klitzner@gmail.com)
Signature Date: 2023-04-28 - 0:12:04 AM GMT - Time Source: server - IP address: 66.27.73.17
-  Agreement completed.
2023-04-28 - 0:12:04 AM GMT

MILLER | HARRISON
— LAWYERS —

Julie Ladle <julie@millerharrisonlaw.com>

Vote

1 message

Susan Halonen <s.halonen@yahoo.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Tue, May 2, 2023 at 1:22 PM

Julie, I am voting for the new CC&Rs and Bylaws. I apologize for being late in responding but I had medical problems and a daughter's wedding that is taking place shortly.

Susan B. Halonen

2780 Four Lakes Drive
Park City, Utah 84060-6932

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Elizabeth Ringel Saslawsky

Printed Name of Owner

Elizabeth Ringel Saslawsky

Elizabeth Ringel Saslawsky (May 3, 2023 10:14 CDT)

Signature of Owner

2757 Estates

Address at Four Lakes

3.21.23.Four Lakes HOA.E-Sign Ballot

Final Audit Report

2023-05-03

Created:	2023-03-21
By:	Julie Ladle (julie@millerharrisonlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAacslyuatM7rOykrUOGDcIlV1Oz_Seg8

"3.21.23.Four Lakes HOA.E-Sign Ballot" History

- Document created by Julie Ladle (julie@millerharrisonlaw.com)
2023-03-21 - 6:41:41 PM GMT- IP address: 63.239.173.51
- Document emailed to 2757estates@gmail.com for signature
2023-03-21 - 6:42:00 PM GMT
- Email viewed by 2757estates@gmail.com
2023-05-03 - 11:13:14 PM GMT- IP address: 75.66.97.3
- New document URL requested by 2757estates@gmail.com
2023-05-03 - 11:13:19 PM GMT- IP address: 75.66.97.3
- Signer 2757estates@gmail.com entered name at signing as Elizabeth Ringel Saslawsky
2023-05-03 - 11:14:33 PM GMT- IP address: 75.66.97.3
- Document e-signed by Elizabeth Ringel Saslawsky (2757estates@gmail.com)
Signature Date: 2023-05-03 - 11:14:35 PM GMT - Time Source: server- IP address: 75.66.97.3
- Agreement completed.
2023-05-03 - 11:14:35 PM GMT



Julie Ladle <julie@millerharrisonlaw.com>

Four Lakes CC&Rs and Bylaws

1 message

Mindy Scarano <mindy.scarano@gmail.com>

Tue, May 16, 2023 at 11:11 PM

To: julie@millerharrisonlaw.com

Hi Julie,
As an owner in Four Lakes Village, I approve the proposed CC&Rs and Bylaws.
2780 Estates Drive
Park City, UT 84060

Thank you,
Mindy Scarano

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

FRANCES JAYNE ROTH
Printed Name of Owner

F. Jayne Roth
Signature of Owner

2788 Four Lakes Dr., Park City UT 84060
Address at Four Lakes

05/03/2023
DATE

MILLER | HARRISON
LAWYERS

Julie Ladle <julie@millerharrisonlaw.com>

Fwd: Four Lakes HOA / New CC&Rs and Bylaws / Voting

1 message

Julie Ladle <julie@millerharrisonlaw.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Sat, May 20, 2023 at 7:23 AM

MILLER | HARRISON
LAWYERS

Julie Ladle
Attorney
801.692.0799
385.831.7844 (Direct)
5292 S College Drive, Ste 304
Murray, UT 84123
millerharrisonlaw.com

----- Forwarded message -----
From: Carol Martin <Carol@martin123.com>
Date: Fri, May 19, 2023 at 11:45 PM
Subject: RE: Four Lakes HOA / New CC&Rs and Bylaws / Voting
To: Julie Ladle <julie@millerharrisonlaw.com>

I vote in favor of the new CC&Rs and Bylaws

Carol Martin, 2818 Four Lakes Drive, Park City, UT 84060
512 775 2306

From: Julie Ladle <julie@millerharrisonlaw.com>
Sent: Tuesday, April 4, 2023 2:23 PM
To: Julie Ladle <julie@millerharrisonlaw.com>
Subject: Re: Four Lakes HOA / New CC&Rs and Bylaws / Voting

Dear Four Lakes Homeowners,

WRITTEN BALLOT
Four Lakes Village Homeowners Association, Inc.

Proposed New CC&Rs & Bylaws

(choose one):

I approve the proposed new CC&Rs & Bylaws.

I do not approve the proposed new CC&Rs & Bylaws.

By signing below, I certify that I am the owner of the Lot below in Four Lakes. I hereby certify that I am either the sole owner of the Lot or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Lot as a whole.

Edward J Jelonek, JR

Printed Name of Owner

Edward J Jelonek, Jr

Signature of Owner

2762 Estates Drive

Address at Four Lakes

May 17, 2023

DATE