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AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE WREN LANE HOMEOWNERS ASSOCIATION

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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE WREN LANE  
HOMEOWNERS ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is made and executed on the date evidenced below by the Wren Lane Homeowners Association (“Association”), a Utah Nonprofit Corporation having received the necessary votes from the Owners.

RECITALS

A. Association. The Association is the authorized representative of the owners of certain real property and common property within the Wren Lane Subdivision P.U.D., located in Salt Lake County, Utah and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Community”);

B. Community. The Community consists of all the Lots and certain Common Areas and Facilities;

C. Declarant. The Declarant, formerly known as the Wren Lane Partnership, owns no Lots within the Community and has turned administrative control of the Association to the Owners; accordingly, Declarant rights have been terminated or otherwise have expired;

D. Original Declaration. The original declaration for the Wren Lane P.U.D. was recorded in the Salt Lake County Recorder’s Office, State of Utah on December 14, 1983 as Entry No. 3881406, in Book 5514at Page 2903 of the official records (the “Original Declaration”);

E. Purpose of the Amended and Restated Declaration. The purpose of this Amended and Restated Declaration is to ensure the use of the property for desirable and attractive residential purposes and to provide for preservation of the values of Lots and for maintenance of the Common Areas. It is further intended the Association shall be vested with the authority to prevent nuisances and to maintain the desired tone and characteristics of the Community by enforcing no greater restriction on the free and undisturbed use of the Lots and the Common Areas than is necessary to ensure these objectives. The Association shall continue to be an entity which possesses the power to maintain and administer the Common Areas, to collect and disburse the assessments and charges hereinafter provided for, and otherwise to administer and enforce the provisions of this Amended and Restated Declaration.

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

## I. DEFINITIONS

When used in this Amended and Restated Declaration (including that portion hereof headed “Recitals”), the following terms shall have the meanings indicated:

1. **Architectural Review Committee or “ARC”** shall mean and refer to the committee constituted and acting pursuant to Article VIII below. Unless otherwise delegated to a separate and distinct committee, the Board of Directors shall serve as the Architectural Review Committee for the same term as their directorship.
2. **Assessment** shall mean and refer to any charge imposed or levied by the Association on or against a Lot or owner pursuant to the terms of this Declaration, the Bylaws or applicable law.
3. **Association** shall mean and refer to the Wren Lane Homeowners Association, also doing business as the “Wren Haven Homeowners Association,” a Utah nonprofit corporation.
4. **Board of Directors or “Board”** shall mean and refer to the governing body of the Association elected by the Members in accordance with the Bylaws of the Association.
5. **Bylaws**. Bylaws shall mean the Bylaws of the Association attached hereto as **Exhibit “B.”**
6. **Common Areas** shall mean and refer to that part of the Property which is not included with the Lots, including all improvements other than utility lines now or hereafter constructed or located thereon. Common Areas do not include lateral utility lines of any kind that are located on or upon a private Lot.
7. **Common Expenses** shall mean and refer to the actual and/or estimated expenses of maintenance, improvement, repair, operation, insurance and management of the Common Areas, expenses of administration of the Association, any reasonable reserve fund for such purposes as determined by the Board and all other sums designated as a Common Expense by the Board or this Amended and Restated Declaration.
8. **Community** shall mean and refer to the collective interests of all Owners with respect to their Lots and the Common Areas.
9. **Community Wide Standard** shall mean and refer to the standard of conduct, maintenance or other activities generally prevailing in the community, as defined and modified in the Covenants, Conditions, Restrictions, Bylaws and Rules of the Association, as enforced by the Board of Directors.
10. **Declarant** shall mean and refer to the Wren Lane Partnership, which no longer has a role in the Association.
11. **Declaration** shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, and any future amendments thereto.

12. **Family** shall mean and refer to a group of natural persons related to each other by blood, marriage or adoption or other legal relationships, or a group of not more than three (3) persons living together as a single housekeeping unit as further defined by City or County ordinance.
13. **Improvement** shall mean and refer to any structure, residence, building, landscaping, accessory building, fence, wall, screen or other structure or alteration constructed or added to a Lot.
14. **Living Unit** shall mean refer to a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.
15. **Lot** shall mean and refer to any of the separately numbered and individually described plots of land described on a Plat: (a) which is intended to be owned individually, rather than by an association of Owners or in common by the Owners of different Lots; and (b) which is intended to be used as the site of a single Living Unit.
16. **Member** shall mean and refer to every person who holds a membership in the Association.
17. **Mortgagee** shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust.
18. **Owner** shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee interest, a co-owner, or an owner of an undivided interest in any Lot. Notwithstanding any applicable theory relating to mortgages, deeds of trust or like instruments, the term 'Owner' shall not mean or include mortgagees or beneficiaries or trustees under a deed of trust unless and until such parties have acquired title pursuant to a foreclosure or any arrangement or proceeding in lieu thereof. In no event shall a single Lot have more than one (1) vote attributable to it regardless of the number of Owners. Tenants are not deemed Owners and, unless a valid proxy has been given, do not have the right to vote.
19. **Parcel** shall mean and refer to the Property which is subject to this Declaration, which is filed for record in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise the Planned Unit Development. The real property described in Article II of this Declaration constitutes the Parcel.
20. **Planned Unit Development or Development** shall at any point in time mean, refer to, and consist of the Subdivision then in existence.
21. **Plat** shall mean and refer to any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots; (c) there is expressed the intent that the Subdivision created by the Plat shall comprise the Development; and (d) which is filed for record in the office of the County Recorder of Salt Lake County, Utah.

22. **Property** shall mean and refer to all of the real property which is covered by the Plat and this Declaration.

23. **Rules and Regulations** shall mean and refer to the interpretative, procedural and/or behavioral rules and regulations adopted by a majority of the members of the Association. Subject to applicable law, the Association may adopt, and the Board may impose and enforce, fees and fines for the violation of the rules and regulations of the Association. (see Section 5.4)

24. **Street or Road** shall mean the roadway area between the back of any given curb through the appurtenant gutter across the width of the roadway to the opposite back of the opposing curb.

25. **Subdivision** shall mean and refer to the entire residential development which is created and covered by a Plat.

## II. PROPERTY DESCRIPTION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to the revisions of this Declaration consists of the following-described real property situated in Salt Lake County, State of Utah, also attached hereto as Exhibit A.

Beginning at a point located South 931.76 feet and East 87.00 feet from N ¼ corner section 22, T. 2 S., R. 1 E., SLB&M: thence along the following courses:

North 61.55 feet; N55°00'00"E 240.86 feet; West 27.90 feet; N21°20'00"E 100.00 feet; N17°10'00"W 75.00 feet; N51°39'58"E 85.86 feet; S88°41'00"E 268.36 feet; South 160.84 feet; East 15.50 Feet; S00°06'00"E 618.35 feet to point on North line of I-215 'UDOT' boundary; N85°01'54"W 233.33 feet; N89°14'06"W 305.10 feet; S84°03'10"W 330.72 feet; North 204.15 feet; S69°20'10"W 272.96 feet; South 108.14 feet; S86°40'12"W 253.97 feet; S89°59'30"W 33.00 feet to point on ½ section line Section 22, T. 2 S., R. 1 E., SLB&M. N00°04'00"E 392.64 feet; East 872.08 feet; to point of beginning. Said tract to contain 14.63 AC. ± less Salt Lake County designated Public Roadway R.O.W. (33 ft. wide) containing .30 AC. ±

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Lots included within the above-described tract.

RESERVING UNTO THE ASSOCIATION, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for the Association (in a manner which is reasonable and not inconsistent with the provision of this Declaration) to improve the Common Areas with such facilities, including, but not limited to, roads, recreational facilities, walkways, and various landscaped areas, designed for the use and enjoyment of all the Members as the Association may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

### III. MEMBERSHIP AND VOTING RIGHTS

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. The rights and responsibilities of membership, including the operation of the Association are set forth in this Declaration and the Association's Bylaws, as may be amended from time to time. An Owner's membership in the Association shall cease upon the termination of his status as an Owner, whether by sale, assignment or conveyance of the Lot giving rise to such membership.
2. **Voting Rights.** Subject to the "good standing" requirement below, Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one vote exist with respect to any Lot.
3. **Good Standing.** A Member's voting rights, as stated herein and in the Bylaws, are conditioned upon the Member being current with the payment of any assessments and being in compliance with the terms of this Declaration and the Bylaws of the Association ("good standing"). If voting rights are suspended, the Owner and Owner's Lot shall not be counted towards the Association's quorum requirement. No voting rights, however, shall be suspended until after the Member has been given written notice of the suspension and has had an opportunity to meet with the Board to discuss the suspension. In the event that voting rights are suspended due to a failure to pay assessments, any such assessment must first be delinquent for at least sixty (60) days. After such meeting, the Board shall decide whether to suspend or permit voting. Any suspension(s) shall only be valid during the period of non-compliance. In addition, no Member may run for a position on the Board or be allowed to remain on the Board or be appointed an officer of the Association during any period of suspension.
4. **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 at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.
5. **Quorum Requirements.** The quorum required for any action by the members hereunder, unless otherwise specifically set forth in this Declaration, shall be as follows: At the first meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or a subsequent meeting may be called at which time those present at the "reconvened" or "subsequent" meeting shall be deemed a quorum. Notice of the time and place of the subsequent meeting shall be provided at the first meeting. Proxies and ballots may be solicited and obtained during any period prior to reconvening the meeting and shall be

accepted at any subsequent meeting. No such subsequent meeting, however, shall be held more than Forty-Five (45) days following the immediately preceding meeting.

#### **IV. PROPERTY RIGHTS IN COMMON AREAS**

1. **Easement of Enjoyment.** Each Member shall have a right and easement of use and enjoyment in and to the Common Areas and common access roadways. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any tenant, lessee or contract purchaser who resides on such Member's Lot. As stated below, however, a Member's right and easement of use may be suspended during any period of time in which the Member's assessment remains unpaid. Tenants enjoy a Member's right and easement of use and enjoyment in the Common Areas.
2. **Form for Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_, contained within the Wren Lane Planned Unit Development, as the same is identified in the Plate recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, and in the "Declaration of Covenants, Conditions and Restrictions of the Wren Lane Planned Unit Development". Recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_, of the official records of the Salt Lake County Recorder. TOGETHER WITH a right and easement of use and enjoyment in an to the Common Areas and common access roadways described and provided for in said Declaration of Covenants, Conditions and Restrictions and in the Record of Survey map in the official record of the Salt Lake County Recorder.

3. **Title to Common Areas.** Title to the Common Areas shall be vested in the Association, pursuant to a prior agreement with the developer of the Community.
4. **Limitation on Easement.** Subject to Article I, Section 23, a Member's right and easement of use and enjoyment concerning the Common Areas and common access roadways shall be subject to the following:

(a) The right of the Association to adopt reasonable Rules and Regulations, with a resulting fine for the violation thereof, with respect to the use of the Common Areas. Such rules and regulations may include, but are not limited to, the suspension of use and access rights to the Common Areas (and all amenities and facilities) during any period of time the Member remains in violation of any covenant, condition, restriction, rule or bylaw of the Association. Any such suspension of use and access rights to the Common Areas shall be consistent with Utah law and shall not be longer than the period of any delinquency or violation;

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

(c) The right of the Association to adopt reasonable parking rules;

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

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas, the common access roadways, and any sewer, water and storm drain trunk lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by a two-thirds (2/3) affirmative vote of the total membership.

## V. ASSESSMENTS

1. **Personal Obligation and Lien.** Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the following types of assessments: (1) an annual assessment which may be collected on an annual or monthly basis (or other basis as provided for by the Board); (2) special assessments; and (3) individual assessments, if any. All assessments provided for in this Declaration, are the personal obligation of the owner, together with the hereinafter stated interest, late fees and costs of collection (including reasonable attorney fees). All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; 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.

**1.1 Annual Assessments.** The amount of the estimated net cash requirements, including a portion allocated to the reserve account, for each fiscal year shall constitute the annual assessment for the Association as established by a proposed budget by the Board and adopted by at least a majority of the Association. If a quorum is established at a meeting of the members, a majority of the voting rights present such meeting shall ratify the proposed the budget for the upcoming fiscal year. Both monthly and special assessments shall be fixed at a uniform rate for all Lots and each Lot and Owner shall be assessed its proportionate share. Payments of the annual assessment shall be made in monthly installments unless otherwise expressly permitted by duly adopted Board resolution. All assessments shall continue in effect until the end of the fiscal year during which they became effective and for each fiscal year thereafter unless increased or decreased in accordance with a new proposed budget as described in this Declaration.

**1.2 Special Assessments.** In addition to the annual assessment, the Board may levy, during any fiscal year, a special assessment for capital improvements for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area; and should the Board determine that the annual assessment during any fiscal year is, or will become, inadequate to meet the payment of Common Expenses, other than capital improvements, for the balance of such fiscal year, the Board shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget for the amount required to meet all such expenses on a current basis for the balance of the fiscal year. Provided, however, that the total of all special assessments in any fiscal year shall not exceed in the aggregate, fifteen percent (15%) of the Association's budgeted gross expenses for such year without the approval of Owners casting a majority of all votes o the Association. Notice of the adoption and approval of any special assessment shall be given by the Board to each Owner within fifteen (15) days following the adoption of the special assessment.

**1.3 Individual Assessments.** Each Owner of a Lot shall also be assessed from time to time for all fines, penalties and damages to which the Owner, its guests, tenants and invitees is subject as a result of a violation of the terms of this Declaration, any rules adopted by the Association for use of the Common Area, for damages caused to the Common Area by the negligence or willful misconduct of such Owner, their guests, tenants or invitees or any other

liability, indebtedness or other obligation of the Owner to the Association arising under the provisions of this Declaration. In addition, in the event that certain Association expenses are used to the benefit of fewer than all Owners, then such expenses may be assessed, as an Individual Assessment, to those Owners so benefited to the exclusion of other Owners. Notice of all Individual Assessments shall be given by the Board to the Owner of each Lot within fifteen (15) days of the adoption of the Individual Assessment. Individual Assessments shall be due and payable within 30 days following written notice thereof by the Board.

2. **Purpose of Assessments.** Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and quality of life of residents of the Property and maintaining the Common Areas or otherwise fulfilling any duties required pursuant to this Declaration and the Association's Bylaws. 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, management and supervision of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Bylaws. No assessments may be used for the additional/construction of new capital improvements (that were not existing at the time this Declaration was recorded) without a majority of all Owners voting in favor thereof.

3. **Increases or Decreases in Annual Assessment.** Except as otherwise stated herein, the annual assessment may be increased or decreased by the Board in order to meet anticipated or actual Common Expenses of the Association.

4. **Assessment Due Dates.** The Board may establish due dates if the annual assessment is paid in a manner other than monthly installments. Any monthly assessment not paid within fifteen (15) days after the due date (which shall be established by resolution of the Board of Directors and, by default, shall be the first (1<sup>st</sup>) of each month) shall be delinquent. Delinquent assessments are subject to interest and late fees. If any assessment remains unpaid for thirty (30) days from the due date, then the Association may initiate all collection remedies provided for in this Declaration and under Utah law.

Monthly assessments provided for herein shall commence as to all Lots on the date a deed is delivered to the purchaser of a Lot, or if the sale is by way of a contract of sale, on the date the contract is executed by the parties thereto, or the date of occupancy under and occupancy agreement, or the date the Owner actually takes possession of a Lot, whichever first occurs. The first monthly assessment shall be adjusted according to the number of days remaining in the month of conveyance, contract or occupancy, as the case may be. At least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessment, the Association shall give each Owner written notice of the amount and the first due date of the assessment concerned.

5. **Monthly Statements / Certificate Regarding Payment.** The Board may determine to send monthly assessment statements to all Owners at their last known address. Owners are required to keep their mailing address current with the Association. Any expenses associated with the mailing or creation of such statements shall be a Common Expense. Upon request of any Owner or Prospective purchaser or encumbrancer (e.g. lien holder) 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 set and charge a fee for producing this certificate.

6. **Effect of Nonpayment; Remedies.** Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection be, constitute and remain a continuing lien on the Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. The person who is the Owner of the Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within fifteen (15) days after the date on which it becomes delinquent, a late fee of no less than twenty-five dollars (\$25.00) per month shall be charged to the Owner and shall be reflected in any lien against the Lot. The Board may, by duly adopted rule, increase the amount of the late fee from time to time. Unpaid annual assessments may be accelerated for the remaining period of the fiscal year. The Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

As provided for above, the Association may suspend use and access rights to the Common Areas (and all amenities and facilities) during any period of time the Member remains in violation of any covenant, condition, restriction or bylaw of the Association.

If an Owner who is leasing their Living Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, then the Board of Directors may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or periodic payment, until the amount due to the Association is paid in full. The Association shall follow all procedures, if any, required under Utah law for demanding lease payments from a tenant.

7. **Tax Collection by County Authorized.** It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes, if any, to Salt Lake County. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Salt Lake 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.

8. **Transfer Fees.** Each time a legal title to a Lot passes from one person to another, unless the transfer is made to a Qualified Successor Owner, which shall mean such owner's spouse, son, daughter, father or mother, or other family member as defined above, or a legal entity (such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother holds a beneficial interest of at least fifty percent (50%) for estate planning purposes), then within thirty (30) days after the effective date of such title transaction the new Owner may be required to pay a transfer fee pursuant to the rules and policies of the Association.

## VI. OPERATION AND MAINTENANCE

1. **Maintenance of Living Units and Lots.** The interior and exterior of each Living Unit and the real property which comprises each Lot shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Lot or Living Unit. The Association shall have no obligation regarding maintenance except as herein elsewhere provided.

2. **Operation and Maintenance by Association.** The Association shall provide for such maintenance and operation of the Common Areas, the common access roadways, island(s), the curbs, gutters and sidewalks as may be necessary or desirable to make them appropriately usable in conjunction with the Lots and to keep them clean, functional, attractive, and generally in good condition and repair. In the event, however, that an Owner, their guests, tenants or invitees, willfully or negligently cause damage to the Common Areas or other areas which the Association is required to maintain pursuant to this Declaration (ordinary wear and tear excepted), then the Owner shall be responsible for all costs of maintenance, repair or replacement. In the event that an Owner fails or refuses to pay any such costs, the Association may complete the remedial work and charge the cost back to the Owner as an Individual Assessments. In such cases, no such Individual Assessment shall be levied until at least fifteen (15) days written advance notice has been provided and the Owner has an opportunity to be heard by the Board regarding the matter. Individual Assessments may also include expenses of the Association by the Board incurred on behalf of, and to the benefit of, fewer than all Owners. In such cases, such benefited Owner(s) shall be responsible for the Individual Assessment.

In recognition of County flood control requirements imposed on the Development, the Association shall maintain the storm water retention areas called for by Salt Lake County and designated on the Map recorded herewith. Said maintenance shall include all steps reasonably necessary to prevent said retention areas from losing their capacity to retain storm run-off water. In this regard, the Association shall maintain the contours of the earth in said retention areas in the configuration established and described on the Map, and shall not allow structures of any type to be placed or erected in said areas which may cause a significant reduction in the water retention capacity thereof.

Notwithstanding anything contained in this Declaration to the contrary, the Association, the Owners, or mortgagees shall not have the power or authority to change, by vote or alienation, transfer, sale or otherwise, the use of the retention areas designated on the Map unless the consent of the Salt Lake County Flood Control Division has first been obtained in writing. In connection with this covenant by the Association to maintain the storm water retention areas, Salt Lake County is hereby made a party to the covenants set forth herein. The County shall have no vote in the affairs of the Association, but it shall have the right to protect, as a party of this Declaration, the use of the storm water retention areas for that purpose.

3. **Administration and Operation of the Community.** The Owners, together with all parties bound by this Declaration, covenant and agree that the administration and operation of the Community shall be in accordance with the provisions of this Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations of the Association. In the event of any

inconsistency between the provisions of this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations, the provisions of this Declaration shall prevail.

4. **Meetings of the Association.** Annual and special meetings of the Association shall be held as provided in the Bylaws.

5. **Authority of the Board of Directors.** The Board of Directors shall at all times be responsible for the day-to-day obligations and management of the affairs of the Association and shall have the sole power and duty to perform and carry out the powers and duties of the Association as set forth in this Declaration and the Bylaws and the Articles of Incorporation. Without limiting the generality of the foregoing, the Board, on behalf of the Association, shall have the following powers and duties:

5.1 To maintain, repair and restore the Common Areas and Improvements and Lots as provided in Article VII hereof and to acquire for the Association and to pay from the assessments levied and collected in accordance with this Declaration for such services, furnishings, equipment, maintenance, replacement and repairs as it may determine to be necessary in order to keep and maintain the Common Area and all improvements and easements therein in a state of good condition and repair.

5.2 To acquire and pay for out of the assessments levied and collected in accordance with this Declaration the Common Expenses of the Association.

5.3 Except as to taxes, bonds, levies and assessments levied separately and against individual Lots and/or the Owner or Owners thereof, the Board shall pay all taxes, real and personal, and assessments, bonds and levies which are or would become a lien on the Community or the Common Area.

5.4 To establish from time to time by the vote of a majority of the Association members at any meeting at which a quorum is present, Rules and Regulations. Related fines for violations of the Rules and Regulations shall be adopted by the Board with respect to the use, occupancy and maintenance of the Lots and the Common Areas by the Owners and their family members, tenants, guests and invitees, and the conduct of such persons with respect to vehicles, parking, bicycles, use of recreational facilities, control of pets and other activities which if not so regulated might detract from the appearance of the Community standards or offend or be offensive to or cause inconvenience, noise or danger to persons residing in or visiting the Community.

5.5 To levy assessments against the Owners and enforce the payment thereof all in the manner and subject to the limitations set forth in this Declaration.

5.6 Without liability to any Owner, to enter upon any Lot or the Common Area for the purpose of enforcing Association Rules and Regulations, this Declaration, or for the purposes or maintaining any Lot if for any reason whatsoever any Owner fails to maintain such Residence or Lot as required by the Declaration and/or established by the Community Wide Standard, and for the purpose of removing any Improvement constructed on such Lot contrary to the provisions of this Declaration.

**5.7** To commence and maintain legal proceedings to restrain and enjoin the breach or threatened breach of Association Rules, Bylaws or the Declaration and to seek redress thereof.

**5.8** To have the power to perform such other acts, whether expressly authorized by this Declaration or the Bylaws as may be reasonably necessary to enforce any of the provisions of this Declaration, the Bylaws or the Rules and Regulations, or to carry out and perform its powers and responsibilities.

**5.9** To delegate to committees, officers, employees or agents any of its duties and powers under the Declaration, the Articles and Bylaws; provided, however, no such delegation shall relieve the Board of its obligations to perform such delegated duties.

**6. Improvements to Common Area.** The Association shall have the right from time to time to construct and reconstruct Improvements upon the Common Area, provided that the cost for such Improvements are approved as provided for in this Declaration.

**7. Violation of Governing Documents.** The Board shall adopt a schedule of reasonable fines and penalties for violations of the terms of the Declaration, the Bylaws and Association Rules and Regulations by any Owner, his family, guests, licensees, lessees or invitees. Any schedule of penalties so adopted shall include the power of the Board to suspend the rights of an Owner, his family, guests, licensee, lessees or invitees to use the recreational facilities upon the Common Area of the Community. Voting rights may also be suspended pursuant to the Rules, Regulations and policies of the Association. All such fines and penalties shall be levied or assessed only after notice and hearing with the Board pursuant to the policies of the Association.

**8. Utilities.** The Association shall pay for all common utility services furnished to each Lot, if any, except telephone, electricity, gas, sewer, water and any other services which are separately billed or metered to individual Lots by the utility or other party furnishing such services. However, in the event that a utility which benefits the community is paid directly by an Owner, that Owner(s) shall be entitled to a reimbursement or credit for any such costs incurred. The Board shall establish written procedures detailing any such reimbursements or credit.

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

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

(b) A policy or policies insuring the Owners, and the Associations and its Directors, Officers, Agents and Employees against any liability incident to the ownership, use or operation of the Common Areas which may arise among the Property or of the Owners. Limits of liability under such insurance shall be not less than \$250,000 for any one person injured; a minimum of \$2,000,000 for all persons injured in any one accident; and a minimum of \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability

basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured's as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in the construction, nature and use originally existing.

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

(3) The Association has the authority to adjust losses through its Board of Directors.

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

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

10. **Manager**. The Association may carry out through a property manager any of its functions which are properly the subject of delegation. Any manager so engaged shall be an independent contractor and not an agent or employee of the Association and shall be responsible for managing the Property for the benefit of the Association and the Owners and shall to the extent permitted by law, and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

11. **Terms of Agreement**. Any agreement for professional management of the Project which may be entered into by the Board shall call for a term not exceeding one (1) year, renewable by agreement of the parties for successive one-year periods and shall provide that termination of said management agreement may be "for cause" or "without cause" upon at least thirty (30) days' written notice.

## VII. USE RESTRICTIONS

1. **Improvements Subject to Architectural Restrictions.** In addition to any other use restrictions contained in this Article VII, all Improvements to a Lot are subject to the requirements of the Architectural Review Committee and any guidelines it may adopt.
2. **Use of Common Area.** The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots. No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas.
3. **Use of Lots.** No building shall be erected or placed upon any Lot other than a single family residence which shall include an attached garage, and may or may not include attached or detached storage or shop facilities (subject to Association approval). No Lot shall be used, occupied or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas. No Lot shall be used for commercial, manufacturing, mercantile, vending or other such non-residential purposes.
4. **Pets.** Whenever a pet is allowed to leave a Lot, it shall be either on a leash or in a cage. No animal or fowl may be kept on any Lot or allowed in any part of the Common Areas which constitutes a nuisance to other Owners in the Subdivision by noise or otherwise. Owners are required to clean up after their pets and control barking and aggressive behavior. Failure to do so shall be deemed a nuisance and subject Owners to fines and penalties for violations thereof. All such fines and penalties shall be levied or assessed only after notice and hearing by the Board pursuant to the policies of the Association.
5. **No Leasing of Common Areas.** None of the Common Areas, parking spaces or other amenities contemplated as a part of the development shall be leased to the Owners or to the Association.
6. **Buried Utilities.** All water, gas, electrical, telephone, cable television and other utility lines within the limits of the individual Lots and the Property in general, with the exception of meter and junction boxes shall be buried underground wherever possible.
7. **Signs.** No sign or billboard of any kind shall be displayed to the public view on any Lot or on the Property generally, except one sign for each Lot not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent.
8. **Motor Vehicles/Disabled and/or Vehicles in Disrepair/Commercial Vehicles.** Motor and recreational vehicles, including without limitation, commercial trucks, boats, trailers, motorcycles, snowmobiles, and other recreational vehicles shall be kept on their Owner's Lot and in an appropriate garage or appropriately screened from view and, in any event, so as to not be visible from Common Area roadways. Common Area roadways shall be kept clear all such parked vehicles. No stripped down, wrecked, inoperable or junk motor vehicles of any kind shall be kept, parked, stored or maintained within the Community, except within the confines of a garage upon a Lot. Vehicles deemed to be in a state of disrepair by the Board or commercial

vehicles which reasonably offend the single family residential nature of the Community, as determined by the Board, are prohibited.

9. **Parking.** In order to help ensure access by emergency vehicles, snow removal equipment, and for the general safety of the members, parking is not permitted on the private streets within the Association except as may be authorized by the Rules and Regulations of the Association. Each Living Unit's garage is intended to be the primary parking area for all motor vehicles. Garages shall not be used primarily for the storage of personal items to the exclusion of vehicles. Such use may subject the Owner to fines and other remedies stated herein. Vehicles parked in violation of the Association's Rules and Regulations may be subject to towing, at the Owner's expense, and other penalties established by the Association.

10. **Slope Protection.** All slopes or terraces on any Lot shall be maintained so as to prevent any erosion or encroachment thereof upon adjoining property or adjacent streets and roadways.

11. **Boundary and Lot Fences.** Each Lot Owner is and shall be responsible for the maintenance and repair of so much of the Subdivision boundary fencing as runs along that Owner's property line. Such maintenance and repair shall be performed by the Owner so as to keep the boundary fence in its original state. Alternate or replacement fencing which differs from the original boundary fencing must be approved by the Architectural Review Committee prior to its installation. All individual Lot fences which border roadways and/or sidewalks shall be of a color, style and material as approved in writing by the Architectural Review Committee or the Board of Directors of the Association. However, the fence that borders 2300 East shall be maintained, repaired and replaced by the Association as a Common Expense.

12. **Trees and Shrubs.** The following applies to front yards only: none of the existing living trees or shrubs on the Property having a diameter in excess of four (4) inches, or which measure five (5) feet above the ground level shall be removed for any reason by any Owner from his Lot, unless he shall have first obtained written consent for such removal from the Board of Directors of the Association, or the Architectural Review Committee, which consent shall not be unreasonably withheld. In the event that a tree located on a Lot extends into the street or, in the judgment of the Board, causes impairment of sight for either vehicular or pedestrian traffic or otherwise is deemed unsightly and offending the Community Wide Standard, then the Board may require an Owner to trim and maintain their tree(s) in a manner consistent with the intent of this Declaration. No tree, however, may be removed without prior Board approval, such approval is not to unreasonably withheld and is to be consistent with the Community Wide Standard. Replacement trees may or may not be required but in all instances of replacement, such trees shall first be approved by the Board with respect to size and species and must be a minimum of 2.5 inch caliper trees.

13. **Garbage Removal.** All rubbish, trash and garbage shall be regularly removed from each Lot, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, and machinery and equipment, including T.V. antenna and "dishes" shall be prohibited upon any Lot unless obscured from view of adjoining Lots and Common Areas by a fence, building or appropriate screen or unless otherwise approved in order to comply with Federal and State laws.

14. **Exterior of Residence / Lot Landscaping and Maintenance**. All Owners shall maintain the exterior of their residence and their Lot in such a manner so as to not distract from the general appearance of the Community and the Community Wide Standard that may be adopted by the Board. The exterior Improvements and landscaping shall not fall into a general state of disrepair or be neglected. In the event that a residence, improvement or landscaping falls into an unsightly or unacceptable condition, the Board may authorize the remedy of the violation(s), as deemed reasonably necessary, and charge the costs of such maintenance back to the Owner as an Individual Assessment. No such maintenance shall be provided until the Owner has been given at least two (2) weeks notice and offered an opportunity to cure the violation.

## VIII. ARCHITECTURAL REVIEW COMMITTEE

1. **Architectural Review Committee.** The Board of Directors of the Association may appoint a three-member Architectural Review Committee (“ARC”), the function of which shall be to insure the all improvements and landscaping within the Property harmonize with existing surroundings, structures and the Community Wide Standard. The Committee shall be composed of Owners. If such a Committee is not appointed, then the Board itself shall perform the duties required of the Committee.
  
2. **Submission to Committee.** No residence, accessory or addition to a residence, including walls, fences, antennas, porches, or patios, which are visible from the Common Areas, landscaping or other Improvements to a Lot which are visible from the Common Areas shall be constructed or accomplished, and no alteration, or refurbishing of the exterior of any residence shall be performed, unless complete construction and landscaping plans and specifications (showing colors, size, materials, etc.) as well as a plot plan showing location and the surrounding topography, shall have first been submitted to and approved by the Architectural Review Committee. In the event that a professional drawing is required by the Committee, all such costs shall be paid by the requesting Owner. All submissions shall be made to the President of the Association or to his/her designee.
  
3. **Standards – Living Unit Size; Exteriors; Roofing Materials; Etc.** In deciding whether to approve or disapprove plans and the specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping and alterations on Lots within the Property conform to and harmonize with existing surroundings and structures. In this regard, the following design, building and materials restrictions shall govern the construction of any Living Unit and/or any other structure visible from any Common Area:
  - a. Minimum Living unit size, excluding garage, unfinished interior space, porch and open patio areas:
    1. Living Units with a single level above grade shall be not less than 2,000 square feet in size on said single above grade level.
    2. Living Units with multiple levels above grade shall be not less than 2,600 square feet in size on said multiple above grade levels.
  
  - b. Exterior building materials shall be restricted to brick, plaster, glass, wood or stone unless written approval is first obtained from the Architectural Review Committee. In addition, no aluminum siding, steel, vinyl, plywood, composition board or any other type of sheet siding shall be used, nor shall concrete block or cinder block materials be used on any Living Unit or other building on any Lot in the Development unless written approval is first obtained from the Architectural Review Committee. Aluminum soffit and fascia may be permitted by the Architectural Review Committee.
  
  - c. Roofing materials shall be restricted to wood and wood fiber shake, wood shingles, slate shingles, clay or concrete tile. Asphalt shingles may be installed if the shingles are, at a minimum, a thirty (30) year architectural grade shingle but only if first approved in writing by the Architectural Review Committee. Asphalt shingles or other

roofing materials not specified herein may be permitted by the Architectural Review Committee upon a review of the color, visual impact, quality, style and design of such materials.

d. All Living Units shall provide enclosed garage space for three vehicles unless approved otherwise by the Architectural Review Committee.

e. The improvement of any Lot, and the construction of a Living unit, or any other structure thereon, shall comply fully with applicable County ordinances and zoning regulations, including, without limitation, County front, back, and side yard setbacks or as otherwise approved by the Architectural Review Committee.

4. **Approval Procedure.** Any plans and specifications for exterior modification(s) submitted to the Committee shall be approved or disapproved in writing within Fifteen (15) days after submission. In the event that the Committee fails to take any action within such period, it shall be deemed to have approved the material(s) submitted.

5. **Construction.** Once begun, any improvements, construction, landscaping or alterations approved by the Committee shall be diligently prosecuted to completion as follows:

a. The exterior construction of all structures on any Lot shall be completed within a period of one (1) year following commencement of construction.

b. The front, side and rear yard of each Lot shall be landscaped within a period of one (1) year following completion or occupancy of the Living Unit.

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

6. **No Liability for Damages.** The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Article.

## IX. RIGHTS OF FIRST MORTGAGEES

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

1. **Notice of Default.** In the event an Owner neglects for a period of Thirty (30) days or more to cure any failure on his part to perform any of his obligations under this Declaration, The Association may give written notice of such fact to the holder of any first mortgage covering such Owner's Lot.

2. **Abandonment, Termination, Etc.** Unless all of the holders of first mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled to act, omission or otherwise:

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

b. To Partition or subdivide any lot or Common Areas;

c. To abandon, partition, subdivide, encumber, sell, hypothecate, transfer or otherwise encumber all or any part of the Common Areas except for the creating of easements and similar purposes consistent with the intended use of the Common Areas; or

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

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

4. **Condemnation or Eminent Domain Proceedings.** The Association shall give written notice to all institutional holders of any first mortgage lien or equivalent security interest of any condemnation proceedings or proposed acquisition of a Living Unit or of any portion of the Common Areas within ten (10) days after the Association learns of the same.

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

6. **Right of Inspections of Records, Statements, Etc.** Holders of any first mortgage lien or equivalent security interest shall have the right, at its request and expense and upon reasonable notice to:

- a. Inspect the books and records of the development during normal business hours;
- b. Receive an audited financial statement of the development within ninety (90) days following the end of any fiscal year of the development; and
- c. Receive thirty (30) days written notice of all meetings of the Association.

7. **Rights Upon Foreclosure of Mortgage.** Each holder of a first mortgage (or deed of trust) on a Lot who comes into possession of the Lot by virtue of foreclosure of the mortgage, or by deed or assignment, in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments and charges against the Lot which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Lots including the mortgaged Lot. In addition, each Owner who comes into possession of the Lot by foreclosure or otherwise shall be responsible to maintain and cure all violations on a Lot and repair and maintain all structural components of a Living Unit.

8. **Mortgagees' Rights Concerning Amendments.** No material amendment to this Declaration; the Bylaws or the Articles of Incorporation of the Association shall be accomplished or effective unless at least two-thirds (2/3) of the mortgagees who have requested prior notification (based on one vote for each mortgagee) of the individual Lots have given their prior written approval to such amendment.

9. **No Right of First Refusal.** Neither the Association nor the Owners acting as a group, shall enforce, assert or claim any right of first refusal to purchase a Lot, or any option to buy a Lot in this development.

## X. MISCELLANEOUS

1. **Notices.** Any notice required or permitted to be given to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the person who appears as a Member or Owner at the latest address for such person appearing in the records of the Association at the time of the mailing.

2. **Enforcement.** The Association, by and through its Board of Directors, shall have all rights under law and equity to enforce these covenants, conditions and restrictions, including the right to prevent the violation of any such covenants, conditions and restrictions and the right to recover damages, if any, for such violations. As set forth above, in the event that a residence, Improvement or landscaping of a Lot falls into an unsightly or unacceptable condition, the Board may authorize remedial and corrective action, as deemed reasonably necessary, to remedy the violation and charge the costs of such maintenance back to the Owner as an Individual Assessment. No such maintenance shall be provided until the Owner has been notified in writing and offered a reasonable opportunity to cure the violation.

3. **Amendment.** Subject to any specific terms of this Declaration to the contrary, any amendment hereto shall require: (a) the affirmative vote of at least two-thirds (2/3) of all membership votes from members in good standing present in person or by proxy at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the President or Vice President of the Association. In such instrument the President or Vice President of the Association shall certify that the vote required by this Section for an amendment has occurred.

4. **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 necessary number of votes. The following additional provisions shall govern any application of this Section.

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

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

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

d. Unless the consent of all Members whose memberships are appurtenant to the same Lot is secured, the consent of none of such members shall be effective.

5. **Reserve Fund.** To the extent the same is reasonably possible and practicable and is not inconsistent with the significant interests of the Lot Owners, the Association shall establish an adequate reserve fund to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas, and shall cause such reserves to be funded by regular monthly or other periodic assessments against the Lot Owners rather than by special assessments. However, a special assessment may be levied to fund reserves as provided for in this Declaration regarding special assessments. The amount to be contributed to the reserve fund shall be based on the best estimates of the Board of Directors, as reflected in the proposed budget, and no Board member shall be personally liable for any shortfall in the reserve fund.

6. **Lease Provisions.** Any Owner may lease their Living Unit; provided, however, that any lease agreement between an Owner and Lessee must be in writing, and must provide, inter alia, that (this Declaration puts all Owners on notice of the following requirements whether contained in the lease or not):

(a) The terms of the lease shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation of the Association, the Bylaws, the Rules and Regulations; and;

(b) Any failure by the Lessee to comply with the terms of such document shall constitute a default under the lease; and,

(c) The Association is an intended third-party beneficiary under the lease agreement and can enforce the terms of the lease, including violations thereof, in the event that the Owner fails to do so, even if the lease agreement fails to state this provision.

(d) The Owner shall provide a copy of the lease agreement to the Board prior to the tenant occupying the premises and shall provide the Association the address at which the Owner can be contacted.

7. **Information Concerning Transfer of Lot and Reinvestment Fee Covenant.** Any Owner who sells, leases for term (including extensions) in excess of one (1) year, or otherwise transfers or conveys his Lot shall submit to the Association pertinent information concerning the transferee within ten (10) days of said transfer of title or possession, and in the event of sale, the selling Owner, or the purchaser, as agreed between them shall pay the Association a reinvestment fee covenant in an amount to be determined by the Board but shall not be less than fifty dollars (\$50.00).

8. **Transfer of Common Areas.** The Board of Directors of the Association may, in connection with dissolution of the Association or otherwise, dedicate or transfer all or any part of the Common Areas, common access roadways, or any sewer, water and storm drainage trunk lines within the Wren Lane Development to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the total votes of the membership in good standing.

9. **Dissolution.** Subject to the restrictions set forth in his Declaration pertaining to mortgagee protection, the Association may be dissolved by the affirmative assent in writing of two-thirds of the total votes of the membership in good standing. Upon dissolution of the Association all of its assets (including the Common Areas) may be dedicated or transferred to an appropriate public agency or authority to be used for purposes similar to those provided for in the Bylaws, the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters and sidewalks on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth in his Declaration.

10. **Registered Office and Agent.** The registered office of the Association shall be located in Salt Lake County, Utah. The name and address of the registered agent and the registered office of the Association shall be set forth in the records of the Association and any corporate documents filed with the State of Utah.

11. **Enforcement by County.** If the Association fails to maintain the Common Areas, the common access roadways, along with the curbs, gutters and sidewalk, in good order and condition, Salt Lake County shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance and management with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration shall not affect the validity or enforceability of the remainder hereof.

12. **Interpretation.** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part 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.

13. **Property Part of Development.** The Property shall comprise the Wren Lane Planned Unit Development, as described herein.

14. **Covenants to Run with Land.** This Declaration and all the 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, regulations, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration and to Bylaws.

15. **Effective Date.** This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

Date \_\_\_\_\_.

**THE WREN LANE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_, President and Secretary, respectively, of the Wren Lane Homeowners Association, P.U.D., and duly acknowledged to me that said community association executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**BYLAWS OF**  
**WREN LANE HOMEOWNERS ASSOCIATION, INC.**  
**(Doing Business as Wren Haven Homeowners Association)**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is WREN LANE HOMEOWNERS ASSOCIATION, INC., doing business as the WREN HAVEN HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be at a location determined by the Board of Directors, from time to time. Meetings of members and directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

The definitions contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Wren Lane Planned Unit Development are hereby incorporated into these Bylaws.

**ARTICLE III**

**MEETINGS**

Section 3.1 Annual Meetings. Annual meetings of the membership of the Association shall be held in the month of October or November each year on such day and time as is set forth in the notice therefore.

Section 3.2 Special Meetings. Special meetings of the membership may be called by or at the request of the President or by the Board of Directors, or upon written request signed by one-fourth (1/4) of the Members.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each Member entitled to vote thereafter, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At each scheduled meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all votes shall constitute a quorum. If a quorum is not present at a scheduled meeting, such meeting may be adjourned pending notice of subsequently scheduled meeting at which time a quorum shall consist of those present in person or by proxy. No such subsequently scheduled meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the commencement of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Once a meeting has been called to order (that is, begun), proxies cannot be accepted.

Section 3.6 Voting. Since an Owner may be more than one person, if only one of such person is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that Lot. But if more than one such person is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association; all such votes appurtenant to any one lot shall be voted in one block.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) individuals. In addition to individual Owners, spouses of Owners, Mortgagees (or designees of Mortgagees), partners of partnerships owning a Lot, and Directors or Officers of corporations owning a Lot shall be eligible for Membership on the Board subject to the following: No two persons or entities claiming ownership through the same Lot shall be members of the Board concurrently.

Section 4.2 Term of Office. At the first annual meeting after the adoption of this Declaration, the Members shall elect one (1) of the Board members for a term of one year, one (1) of the Board members for a term of two years and one (1) of the Board members for a term of three years, and at each annual meeting thereafter the Members shall elect the number of Board Members whose terms are expiring for a term of three years. Those who have served on the Board may run for consecutive terms.

Section 4.3 Removal. Any Board member may be removed from the Board, with or without cause, by a simple majority vote of the Members in good standing of the Association. In the event of death, resignation or removal of a Committee Member, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Board member shall receive compensation for any service he may render to the Association. Reduction in Association Assessments for services rendered as a member of the Board is considered compensation and is specifically prohibited. However, any Committee Member may be reimbursed for his actual expenses incurred in the performance of his duties.

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

## **ARTICLE V**

### **NOMINATION AND ELECTION OF COMMITTEE MEMBERS**

Section 5.1 Nomination. Nominations for election to the Board of Directors shall be made from the floor at the annual meeting. A nominee need not be present but must later accept the position if so elected. If the position is not accepted, then the member receiving the next highest number of votes shall be deemed elected.

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

## **ARTICLE VI**

### **MEETINGS OF THE BOARD OF DIRECTORS**

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Meetings may be held by telephonic or electronic communication so long as all Board Members are able to hear the discussion and/or participate in the “electronically held meeting” with real time or electronic mail time responses.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Board Members after not less than three (3) days notice to each Board Member.

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities upon the majority vote of voting owners at any meeting at which a quorum is present and to establish penalties for the infraction thereof as adopted by the Board;
- (b) Suspend the voting rights and right to use of the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and compensation.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
  - (1) Create and adopt a budget, with Association approval, and thereafter fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period as provided in the Declaration, and;
  - (3) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(4) Maintain, separately from the operating account of the Association, a bank account for reserves for the replacement of common areas as provided in the Declaration, which account shall require the signature of two members of the Board of Directors and which shall require that all statements with respect thereto be directly forwarded to the Association or its designee.

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

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

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

(g) Cause the Common Areas to be maintained consistent with the community wide standard;

(h) Maintain current copies of the Declaration, Articles of Incorporation of the Association, these Bylaws, and Rules and Regulations adopted by the Association; and

(i) Maintain the books and financial records of the Association and allow them to be inspected according to Utah law. The financial statements of the Association for the preceding fiscal year may be audited and made available to the holder, insurer or guarantor of any first mortgage secured by a Lot, upon request and payment of the same.

Section 7.3 Availability of Documents. The copies of the Declaration, Articles, Bylaws, Rules and Regulations and other books and records shall be available for inspection during normal business hours of the Association, for inspection by Owners, or by first Mortgagees (and holders, guarantors, or insurers thereof). Copies of such documents may be charged as an Individual Assessment.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The Board shall elect the Officers of the Association amongst the current Board members. There shall at least be a President, Secretary and Treasurer.

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

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

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

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

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

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

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

#### **President**

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments of the Association.

#### **Secretary**

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### **Treasurer**

The Treasurer shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if approved by a majority of the Owners; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX**

**COMMITTEES**

The Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE X**

**ASSESSMENTS**

Each Member is obligated to pay to the Association annual, individual and special assessments which are and will be secured by a continuing lien upon the property against which the assessment is made as provided for in the Declaration. A Reinvestment Fee Covenant is also hereby imposed pursuant to the Declaration and any unpaid assessments shall be collected as set forth therein. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Living Unit.

**ARTICLE XI**

**CORPORATE SEAL**

The Association may obtain a seal, in such form as the Association may elect, having the name of the corporation, the year of incorporation, and the words "Corporate Seal."

**ARTICLE XII**

**AMENDMENTS**

Section 13.1 These Bylaws may be amended, at a regular or special meeting of the Members, by Members holding sixty-seven percent (67%) of the total membership interests, in person or by proxy and voting in good standing.

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

**ARTICLE XIII**

**MISCELLANEOUS**

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

IN WITNESS WHEREOF, the President of the Wren Lane Homeowners Association, Inc. has executed these Bylaws this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

**WREN LANE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_

**CERTIFICATION**

I, the undersigned, do hereby certify: That I am the duly elected and acting Secretary of the Wren Lane Homeowners Association, Inc., a Utah corporation, and,

THAT the foregoing Bylaws were duly amended and adopted by a vote of the membership on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Secretary