

12812995
7/18/2018 3:57:00 PM \$209.00
Book - 10694 Pg - 6856-6923
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 68 P.

When Recorded Return To:
Clayton Properties Group II, Inc.
dba Oakwood Homes
206 E. Winchester Street
Murray, Utah 84107

Tax Parcel ID Nos.: See Exhibit A

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SPRINGHOUSE VILLAGE NEIGHBORHOOD

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRINGHOUSE VILLAGE NEIGHBORHOOD (“**Declaration**”) is made by Clayton Properties Group II, Inc., a Colorado corporation doing business as Oakwood Homes (“**Declarant**”), and consented to by VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company (“**Founder**”), as of the date set forth on the signature page below.

RECITALS

A. The Declarant is the owner of certain real property located in the City of South Jordan (“**City**”), Salt Lake County, Utah (“**County**”), more particularly described on **Exhibit A** attached hereto (“**Property**”). Declarant is developing the Property as a residential community to be known as the Springhouse Village (“**Neighborhood**”). The Neighborhood is located within the master planned community known as Daybreak located in the City (“**Project**”).

B. The Neighborhood shall be subdivided into individual single-family lots for attached and detached dwellings, streets, and certain common facilities. Declarant desires and intends that the Neighborhood and the Lots be developed and occupied as an adult community which provides housing primarily for persons over fifty-five (55) years of age and that all Lots be held and conveyed in accordance with the Age Restriction identified below.

C. The Property is currently subject to that certain *Community Charter for Daybreak* (as the same has been, and may in the future be, amended, the “**Master Declaration**”) recorded on February 27, 2004, as Entry No. 8989518. The Master Declaration was recorded by Kennecott Land Company, a Delaware corporation (“**Original Founder**”). Original Founder’s interest in the Project and rights under the Master Declaration have been assumed by Founder.

D. The Daybreak Community Association, Inc. (“**Master Association**”) is a Utah non-profit corporation created to administer the Master Declaration and to perform other functions as set forth in the Master Declaration.

E. The Springhouse Village Homeowners Association (“**Association**”) has been, or will be, incorporated as a Utah non-profit corporation to act as a homeowners association with the powers of managing and maintaining the Common Areas in the Neighborhood, administering and enforcing this Declaration, and assessing and collecting from Owners a share of the costs for maintaining and repairing any and all Common Areas within the Neighborhood and performing such other acts as are provided for in this Declaration, the Association’s Bylaws, by statute, or which generally benefit the Property.

F. Declarant has adopted the covenants, conditions, restrictions, easements, servitudes, and limitations set forth in this Declaration (collectively, the “**Covenants**”) for the purpose of:

- i. Helping to ensure uniformity in the development of the Lots;
- ii. Ensuring that the Neighborhood is occupied consistent with the Age Restriction;
- iii. Protecting long-term property values and a desired quality of life in the Neighborhood;
- iv. Facilitating the initial sale of Lots by the Declarant, its successors and assigns, and subsequent sale by the individual Owners of Lots in the Neighborhood;
- v. Maintaining the Common Areas located within the Neighborhood in accordance with the Covenants and with City standards; and
- vi. Providing for mandatory dispute resolution procedures and requirements to avoid litigation, as set forth in Article 13 of this Declaration.

G. Pursuant to Section 1.2 and Section 17.5 of the Master Declaration, Founder has consented to this Declaration and has authorized Declarant to record the same.

NOW, THEREFORE, the Declarant does hereby establish the Covenants set forth herein and does hereby declare that the Property, and all Lots within the Neighborhood, shall be held, sold, conveyed, leased, and rented subject to, and shall be encumbered by, the Covenants set forth below which shall be run with the Land and be binding on all persons or entities now or hereafter

having or claiming any right, title, or interest in the Property, or any of the Lots within the Neighborhood.

ARTICLE 1

DEFINITIONS

The plural of any word defined in this Declaration shall have the same meaning as the singular and vice versa. The following words when used in this Declaration shall have the following meanings (other terms may be defined elsewhere in this Declaration):

1.1 “ACC” means the Architectural Control Committee, identified in Section 8.1 of this Declaration and its subparts, which the Declarant may establish during the Period of Declarant’s Control.

1.2 “Act” means the Utah Community Association Act, Utah Code § 57-8a-101 *et seq.*, as amended from time to time.

1.3 “Age Restriction” means the requirement that at least one (1) occupant of a Residence be fifty-five (55) years of age or older, as more particularly set forth in Section 6.2 of this Declaration and its subparts.

1.4 “Age Restricted Community” means a community in which at least eighty percent (80%) of the Residences have at least one (1) occupant who is fifty-five (55) years of age or older, as further set forth in Section 6.2 of this Declaration and its subparts.

1.5 “Assessment” means any of the fees, assessments, or payments required to be made by Owners of Lots within the Neighborhood, including the annual assessments, supplemental assessments, and special assessments, as more particularly described in Article 4 of this Declaration.

1.6 “Association” means the Springhouse Village Homeowners Association, a Utah non-profit corporation. The Association is a “Neighborhood Association” as that term is used in the Master Declaration.

1.7 “Attached Residence” means any Residence that shares a common wall with another Residence or is connected to another Residence by a common roof, foundation, or other structural element. The “Duet” or “Townhome” Lots indicated on the Plat Map will accommodate Attached Residences.

1.8 “Bylaws” means the *Bylaws of the Springhouse Village Homeowners Association*. A copy of the Bylaws is attached hereto as **Exhibit C**.

- 1.9 “Board” means the Board of Directors of the Association.
- 1.10 “City” means the City of South Jordan, a political subdivision of the State of Utah.
- 1.11 “Common Areas” means the portions of the Neighborhood, including community improvements, which are intended for common use by all the Owners or which are held or maintained by the Association for the benefit of the Owners. Common Areas are not included within the Lots, not owned or maintained by the Master Association, and not dedicated or reserved for public use. The Common Areas are more particularly discussed in Section 5.1 of this Declaration.
- 1.12 “Common Expenses” means all sums lawfully assessed against the Lots or the Owners by the Association; all expenses of administration, maintenance, repair or replacement of the Common Areas; all expenses of management of the Association; all expenses allocated by the Association among the Owners; all expenses agreed upon as common expenses by the Association; and all expenses declared common expenses by this Declaration.
- 1.13 “County” means Salt Lake County, Utah.
- 1.14 “County Recorder’s Office” means the Salt Lake County office which maintains an official record of deeds and real property records and accepts such documents for recordation pursuant to Utah Code § 17-21-1.
- 1.15 “Covenants” means every covenant, condition, restriction, easement, and limitation set forth in this Declaration.
- 1.16 “Declarant” means Clayton Properties Group II, Inc., a Colorado corporation doing business as Oakwood Homes, and any assign or successor that acquires Declarant’s interest in the Property and takes a written assignment of Declarant’s rights. The term Declarant shall NOT mean a Commercial Builder, as defined in Section 4.8 of this Declaration, any person or entity who acquires one or more, but less than all, of the Lots from Declarant for the purposes of constructing Residences thereon, unless such person or entity also receives a written assignment of Declarant’s rights.
- 1.17 “Declaration” means this *Declaration of Covenants, Conditions and Restrictions for Springhouse Village Neighborhood* as it may be amended from time.
- 1.18 “Design Guidelines” means the design standards and architectural guidelines adopted by the Founder or the Master Association and applicable to the Project.

1.19 “Design Review Committee” means the committee, if any, appointed by the Founder or the Master Association to enforce the Design Guidelines and the provisions of the Master Declaration relating to design and aesthetics of Improvements.

1.20 “First Mortgage” means a recorded Mortgage or consensual lien granted by the Owner which is not subject to any senior lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.21 “First Mortgagee” means any person or entity named as a Mortgagee under a First Mortgage and any successor-in-interest to such Mortgagee.

1.22 “Founder” means VP Daybreak Operations LLC, a Delaware limited liability company, as successor in interest to Original Founder.

1.23 “Improvement” means every structure, feature or improvement of any kind placed or constructed in the Neighborhood, including but not limited to any Residence, building, garage, lighting, deck, porch, patio, sidewalk, foundation, awning, fence, retaining wall, driveway, irrigation or drainage feature, storage structure or other product of construction and also includes landscaping.

1.24 “Local Design Guidelines” means the design standards and architectural guidelines which Declarant may adopt and which are applicable only to the Neighborhood.

1.25 “Lot” means a subdivided and individually numbered residential parcel within the Neighborhood as designated on the Plat Map recorded with the County Recorder’s Office. The term Lot includes any Residence or other Improvement constructed thereon.

1.26 “Master Association” means the Daybreak Community Association, Inc., a Utah non-profit corporation. The Master Association will administer the Master Declaration and may own, operate, and / or maintain various community improvements within the Project outside of the boundaries of the Property.

1.27 “Master Declaration” means, collectively: (i) the *Community Charter for Daybreak*, recorded on February 27, 2004, as Entry 8989518, and as amended by: (a) that certain *Amendment No. 1 to Community Charter for Daybreak*, recorded on August 26, 2004, as Entry No. 9156782; (b) that certain *Amendment No. 2 to Community Charter for Daybreak*, recorded on October 10, 2005, as Entry No. 9528104; (c) that certain *Amendment No. 3 to Community Charter for Daybreak*, recorded on March 13, 2007, as Entry No. 10031889; (d) that certain *Amendment No. 4 to Community Charter for Daybreak*, recorded on March 2, 2010, as Entry No. 10907211;

(e) that certain *Amendment No. 5 to Community Charter for Daybreak*, recorded on November 24, 2010, as Entry No. 11082445; (f) that certain *Amendment No. 6 to Community Charter for Daybreak*, recorded on July 1, 2016, as Entry No. 12312667; and (g) any other amendments and/or supplements before or hereafter executed and recorded against the Property as provided in the *Community Charter for Daybreak* (collectively, the “**Charter**”); and (ii) the Covenant for Community for Daybreak, recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at page 7722, as amended and/or supplemented from time to time (collectively, the “**Covenant**”).

1.28 “Member” means a person or entity who is a member of the Association.

1.29 “Mortgage” means any mortgage, deed of trust, or other document pledging any portion of a Lot or interest therein as security for the payment of a debt or obligation.

1.30 “Mortgagee” means the mortgage or beneficiary identified in a Mortgage.

1.31 “Neighborhood” means the residential community to be developed by Declarant on the Property. The Neighborhood is also a “Neighborhood” as that term is used in the Master Declaration.

1.32 “Owner” means the person or entity vested with legal, record fee simple title to any Lot. If there is more than one record holder of legal title to a Lot, each shall be an Owner.

1.33 “Period of Declarant’s Control” means the period of time during which Declarant shall have administrative control of the Association and the other rights and privileges as set forth in this Declaration. Following the recording of this Declaration, the Period of Declarant’s Control shall continue until such time as Declarant sees fit to, by written notice, transfer administrative control of the Association to the Owners, but in no event shall the Period of Declarant’s Control extend beyond the date which is one hundred twenty (120) days after one hundred percent (100%) of the Lots in the Neighborhood have been conveyed to individual residential purchasers.

1.34 “Plat Map” means, collectively, the subdivision plat maps for the various phases of the Neighborhood filed with the County Recorder’s Office, or proposed to be filed with the County Recorder’s Office, and any plat incorporating additional real estate into the Neighborhood. A copy of the Plat Map current as of the date of this Declaration is attached hereto as **Exhibit B**. Declarant reserves the right to modify the terms of any revised or amend the Plat Map for the Neighborhood. Any such revisions or amendments recorded in the County Recorder’s Office shall be deemed the Plat Map for purposes of this Declaration. Also, Declarant may expand the Neighborhood to include additional phases for the Neighborhood. In the event the Neighborhood is expanded and

one or more additional plats are recorded with the County Recorder's Office, then the term Plat Map shall refer to all recorded plats for the Neighborhood.

1.35 "Project" means the master planned community known as Daybreak which is located in the City. The Project is subject to the City's ordinances and regulations and to the Master Declaration.

1.36 "Property" means the real property situated in Utah County, State of Utah, as more particularly described in Exhibit A, against which this Declaration is recorded and any real property which may be hereafter become subject to the Covenants set forth herein by virtue of a declaration of inclusion.

1.37 "Residence" means the single-family dwelling structure on a Lot within the Neighborhood. Residences may be Attached Residences (such as townhomes or row houses) or may be traditional detached homes.

1.38 "Rules and Regulations" means the rules, regulations, and restriction which are not inconsistent with this Declaration or the Bylaws, duly adopted by the Board.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION AND APPLICABILITY OF THE MASTER DECLARATION

2.1 Property. The Property, as identified in Exhibit A, together with additional phases of the Neighborhood is, and henceforth shall be, held, occupied, transferred, sold, and conveyed subject to the Covenants set forth in this Declaration. The Neighborhood will be comprised of multiple phases, as shown on the portions of the Plat Map now on record with the County Recorder's Office, or hereafter to be recorded. The Neighborhood is not a cooperative and no portion of the Neighborhood is subject to the Condominium Association Act, Utah Code § 57-8-1.

2.2 Covenants Run with the Land. This Declaration, and the Covenants herein, shall run with the land and shall be binding on all persons or entities holding or taking title to any interest in the Property or any Lot therein, and all Owners shall hold or take title subject to this Declaration.

2.3 Applicability of the Act. Declarant hereby confirms and acknowledges that the Neighborhood and the Association are subject to the provisions of the Act with respect to items not addressed in this Declaration but covered by the Act.

2.4 Local Laws and Ordinances Applicable. In addition to the Covenants set forth in this Declaration, the Property and any Lot therein is subject to the Act and the local laws and

ordinances of the City and County, including applicable building codes and zoning ordinances, now or hereafter in effect.

2.5 Expandability. The Neighborhood is expandable. Declarant hereby reserves the right to expand the Neighborhood to include additional real estate adjacent to or within one (1) mile from any boundary of the Property. If additional phases of the Neighborhood are developed, the Neighborhood may be expanded to include such additional phases by recording an instrument with the County Recorder's Office subjecting such additional phases to the Covenants set forth in this Declaration. Upon recording of such an instrument, this Declaration and the Covenants herein shall be binding upon all land and Lots, and the Owners of the same, within such expanded phase or phases. If the Neighborhood is expanded, all references to "Property" shall include all phases of the Neighborhood as expanded.

2.6 Enforcement of Covenants.

2.6.1 By the Association; Legal action or Fines. The Association, through its Board, shall have the right to enforce compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations adopted by the Board including, if the Board deems necessary, through legal action. Consistent with the terms of the Act, the Board may establish a schedule of reasonable fines to be imposed on non-complying Owners after appropriate notice has been provided to such Owners. The obligation to pay such fines imposed by the Association shall be a personal obligation of such Owner and shall also be secured by the Association's lien on such owner's Lot as provided in Section 4.6 of this Declaration. The Board may also suspend any services provided to an Owner who fails to comply, or whose Lot does not comply, with the Covenants set forth in this Declaration. The Board may also suspend voting rights or privileges related to Common Areas for non-compliance. Any costs associated with the Association's enforcement of this Declaration may be assessed to the non-complying Owner as a special assessment.

2.6.2 By an Owner. Any Owner aggrieved by another Owner's non-compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, or the Rules and Regulations adopted by the Board may commence an action seeking to enforce compliance with the same.

2.6.3 Injunction; Legal Fees. Under appropriate circumstances, the Association or an aggrieved Owner may seek a temporary restraining order or preliminary injunction to stop or prevent non-compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, or the Rules and Regulations adopted by the Board. In any such legal action, the prevailing party shall be entitled to an award of reasonable costs and attorney

fees. In addition, the Association shall have all enforcement rights and remedies set forth in the Act as the same may be amended from time to time.

2.7 Relationship to Master Declaration. In the event of any conflict between the terms of this Declaration or the Bylaws and the terms of the Master Declaration, the terms of the Master Declaration will control, provided that if any provisions of this Declaration are more restrictive than similar provisions of the Master Declaration, the provisions of this Declaration will control pursuant to Section 1.2 of the Master Declaration. Nothing in this Declaration will impair or limit the right of the Founder or the Master Association to enforce the terms of the Master Declaration on the terms and conditions set forth therein.

ARTICLE 3

ASSOCIATION AND MEMBERSHIP THEREIN

3.1 Master Association Membership. Each Owner is a member of the Master Association, which membership will be subject to the terms and conditions of the Master Declaration and the provisions of the other governing documents of the Master Association.

3.2 Association Membership. Each Owner is also a member of the Association. Such membership automatically becomes affective by an Owner's acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed. By accepting a deed to a Lot, an Owner is deemed to have agreed to be bound by the Covenants, the Bylaws, and by such reasonable Rules and Regulations as may, from time to time, be established by the Association. Membership is mandatory for all Owners. When more than one person or entity is an Owner of a Lot, all such persons or entities shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Lot, whether by conveyance, intestate succession, testamentary disposition, foreclosure of a Mortgage, or such other legal processes as are now in effect or as may be hereafter established pursuant to the laws of the State of Utah. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation.

3.3 Transfer. Upon the transfer or conveyance of any Lot, the transferee or grantee shall become a Member, and the transferor or grantor shall immediately cease being a Member. The Board shall maintain a list of all Members and shall note each transfer of ownership on such list. Upon the transfer or conveyance of any Lot, the selling or transferring Owner shall promptly inform the Association of the name of the transferee or grantee. The Association, directly or through any Manager appointed pursuant to Section 3.8 of this Declaration, may charge a fee for providing payoff information requested in connection with financing, refinancing, or closing of an Owner's sale of such Owner's Lot, as provided for in Utah Code § 57-8a-106.

3.4 Voting Rights. The Owner or Owners of each Lot shall be entitled to one (1) vote for each Lot owned. The one (1) vote for such Lot shall be exercised as they, among themselves, determine. Where a Lot is owned by more than one Owner, the vote of any one of them shall be conclusively presumed to have been exercised as a result of an agreement among such Owners and in the event multiple Owners attempt to exercise a vote for such Lot on any question or issue, the Owners of such Lot will forfeit the right to vote on that question or issue. In no event shall more than one (1) vote be cast with respect to any Lot. With respect to any question or issue requiring a vote of the Association, vote of the Owners, or vote of the Members of the Association, the total number of votes cast shall not exceed the number of Lots in the Neighborhood. Unless otherwise required by this Declaration or the Bylaws, the number of affirmative votes required for approval of any matter submitted to vote of the Members shall be a majority of the votes cast with respect to such matter. All voting rights shall be subject to the restrictions and limitations provided herein and in the Bylaws.

3.5 Meetings. Unless otherwise provided by this Declaration or by the Bylaws, all matters requiring a vote of the Members of the Association shall be decided at a meeting of the Members held for that purpose. Except in the case of an emergency or other situation which requires shorter notice, written notice designating the time and place of such meeting shall be provided to each Member no less than ten (10) or more than sixty (60) days in advance of a meeting. Other provisions for giving notice of such meetings, determining a quorum, and tallying votes shall be included in the Bylaws, or shall be established by the Board. In lieu of attending a meeting held for the purpose of exercising voting rights, Members may exercise such voting rights in writing or through a proxy, if designated in writing before the time for such vote. By attending a meeting where a vote is held, by exercising a vote in writing, or by designating a proxy, an Owner shall be conclusively deemed to have received adequate notice of such meeting or such vote.

3.6 Declarant Approval Required. Notwithstanding any other provision of this Declaration, during the Period of Declarant's Control all matters for which the Declaration or the Bylaws call for a vote of the Members of the Association may be decided solely by the Declarant with or without a meeting and with or without a vote of the Members. Any matters which are submitted to a vote of the Members during the Period of Declarant's Control will be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all such matters shall be submitted to a vote of the Members of the Association and shall be decided solely by the votes of the Members.

3.7 Board of Directors. The Board shall be the governing body of the Association. In addition to those set forth herein, the powers, rights, privileges, and duties of the Board shall be set forth in the Bylaws. During the Period of Declarant's Control, the Declarant shall appoint the members of the Board, which shall number no less than three (3) directors and not more than Seven

(7) directors. After the Period of Declarant's Control, the members of the Board shall be chosen, removed, or replaced by the vote of the Members of the Association in accordance with the provisions of the Bylaws.

3.8 Professional Management. The Association may carry out the functions required of it pursuant to this Declaration, the Bylaws, or the Rules and Regulations, to the extent such functions are properly delegable, by and through a professional manager ("Manager"). If a Manager is engaged, the Manager shall be an independent contractor and not an employee of the Association, shall be responsible for managing the Neighborhood for the benefit of the Association and the Owners, and shall, to the extent permitted by the Board, be authorized to perform any of the properly delegable functions or acts required or permitted or performed by the Association.

3.9 Bylaws. Nothing in the Association's Bylaws shall substantially alter, amend, or impair the rights and obligations of the Owners set forth in this Declaration.

3.10 Property. The Association may acquire and own real or personal property for the benefit of the Owners and may dispose of such property if allowed under this Declaration and the Bylaws. The maintenance, repair, and replacement of all property owned by the Association shall be a Common Expense.

3.11 Indemnification. To the fullest extent allowed by law, the Association shall indemnify and hold the following persons and entities harmless from and against any and all claims, costs, damages, expenses, injuries, liabilities or losses including, but not limited to, attorney fees, reasonably incurred by, or asserted against, such person or entity in connection with any action or proceeding of any sort in which such person is, or may be, a party or otherwise involved by reason of serving, or having served, in any capacity on behalf of the Association: (a) every director, officer, or member of the Board; (b) every member of the ACC; (c) every officer, director, employee, or agent of the Declarant; (d) every person serving as an employee of the Association. The right of indemnification set forth herein will continue regardless of whether such person or entity is still actively serving in the capacity at the time such claims or expenses are incurred or asserted. However, the right of indemnification will not apply to such claims or expenses which are determined by a court of competent jurisdiction, or an arbitrator in the case of claims subject to Article 13 of this Declaration, to be the result of fraud, criminal action, or willful misconduct on the part of such person or entity.

3.12 Indemnification and Release of Founder. The Association and Declarant, during the Period of Declarant Control, hereby agree to release Founder and its affiliates, and hereby waive on their behalf, and on behalf of their successors and assigns, and agree to indemnify, defend and hold harmless Founder and its affiliates from any and all injury to persons, suits, actions, legal or administrative proceedings, claims, losses, demands, damages, liabilities, costs and expenses

(including attorneys' fees and costs) (collectively, "Claims") incurred by, or claimed against Founder or any of its affiliates, arising from or caused by any act or failure to act of Declarant, the Association or its board members, directors or officers or any committee thereof, except for Claims arising because of the acts or omissions of Founder or its affiliates.

ARTICLE 4

ASSOCIATION ASSESSMENTS

4.1 Covenant to Pay Assessments. The Owner of any Lot, excluding Declarant whose obligations regarding Assessments are set forth below, by accepting a Deed for said Lot, whether or not it shall be expressed in the deed, agrees and is deemed to have agreed to pay to the Association all fees, annual assessments, supplemental assessments, and special assessments as set forth in this Declaration.

4.2 Nature of Assessments.

4.2.1 Association Expenses. The Common Expenses and all obligations of the Association, as identified in the Act, this Declaration, and the Bylaws, shall be funded through fees, annual assessments, supplemental assessments, and special assessments levied against the Lots.

4.2.2 Allocation of Common Expenses. The Common Expenses will be apportioned equally among, and assessed equally to, all Owners, provided that the portion of the Common Expenses which is attributable solely the Owners of detached Residences or to the Owners of Attached Residences, as the case may be, will be apportioned only to the affected category of Owners.

4.3 Types of Fees and Assessments. The Association may impose the following fees and assessments:

4.3.1 Annual Assessment. Each Owner shall pay an annual assessment for each Lot owned by such Owner, and a prorated portion of such annual assessment shall be due upon each Owner taking title such Lot. The annual assessment shall be the Lot's share of the total annual amount necessary for the Association to perform all of its obligations, whether imposed by the Act, this Declaration, or the Bylaws. Without limitation, the annual assessment shall include each Lot's share of the Common Expenses including the cost to maintain and preserve the Common Areas, including insurance thereon, the amounts necessary to perform the Association's other maintenance obligations, the amounts necessary to fund the Association's reserve fund in a manner consistent with the Act, the Association's administrative expenses, and the amount any obligations imposed on the Association by any applicable law, ordinances, or regulations, all of which shall be

identified in the Association's budget. The annual assessment shall be fixed, and from time to time adjusted, by the Declarant during the Period of Declarant's Control and thereafter by the Board in accordance with the provisions of the Act. At a minimum, the Board or the Declarant shall review the annual assessment on an annual basis and make such adjustments as are necessary. The Declarant or the Board may require that the annual assessment attributable to each Lot be divided in twelve equal shares and paid in the form of a "monthly membership assessment," to be due and payable each month on a date fixed by the Board. Subject to the exemption for the Declarant set forth below, and subject to apportionment among the Owners of Attached Residences and Owners of detached Residences, as set forth in Section 4.2.2 of this Declaration, the amount of the annual assessment shall be fixed at a uniform rate for each Lot assessed and shall be a portion of the Association's annual Common Expenses determined by dividing the total Common Expenses by the number of Lots to which assessments are imposed. As additional Lots are constructed or conveyed to purchasers, the Declarant or the Board shall adjust the amount of the annual assessment accordingly.

4.3.2 Supplemental Assessment. In the event the annual assessment is insufficient to meet the Association's regular recurring obligations in any given fiscal year, the Declarant during the Period of Declarant's Control or the Board thereafter may assess a supplemental assessment against each Lot for a share of any supplemental amount necessary to meet the Association's annual obligations. Each Lot's share of a supplemental assessment shall be determined in the manner for annual assessments as set forth in Section 4.3.1 of this Declaration.

4.3.3 Special Assessment. The Declarant may, during the Period of Declarant's Control, assess a special assessment to pay for special, non-recurring, or emergency expenses of the Association or the Neighborhood which exceed the Association's annual budget for the fiscal year during which such expenses arise, including but not limited to expenses related to damage to the Neighborhood, unanticipated repairs, and Common Area improvements. A special assessment may be payable over time in appropriate circumstances. After the Period of Declarant's Control, such a special assessment may be imposed by the Board, but only with the affirmative vote of fifty-one percent (51%) of the total number of Owners in the Association. Any special assessment shall represent the pro-rata share of such expenses attributable to the Lot or Lots benefited by such expenses, or to which such expenses apply. In the event such expenses apply to or benefit less than all the Lots in the Neighborhood, the Declarant or Board may impose a special assessment against less than all of the Lots in the Neighborhood. Without limiting the foregoing, if the Association elects to perform maintenance on any Residence as provided in Article 7 the costs incurred in performing such maintenance will be a special assessment attributable to the affected Owner.

4.3.4 Capital Improvements. Notwithstanding any other provision of this Declaration, after the Period of Declarant's Control, the Association shall not make any Capital Improvement, as defined below, without the authorization of fifty-one percent (51%) of the Owners voting at a meeting called for the purpose of proposing such Capital Improvement. For purposes of this Section, a "Capital Improvement" shall mean the installation of new Improvement located within a Common Area or other portion of the Neighborhood owned or managed by the Association, for which funds are not otherwise identified in the Association's budget. If approved as provided in this Section, the cost of a Capital Improvement may be assessed to the Lots as a special assessment.

4.4 Budget. The annual assessment shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 of each year, provided that for the first fiscal year shall begin on the date of the conveyance of the first Lot by Declarant. On or before December 1 of each year thereafter, the Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, the anticipated receipts (if any), and any deficit or surplus from the prior operation period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Neighborhood shall be operated during such annual period. On or before December 1 of each year, the Board shall also notify each Owner of the amount of the following fiscal year's annual assessment for each Lot owned by such Owner.

4.5 Reserve Account. The Association must comply with the terms and provisions of the Act relating to a reserve analysis and the funding of a reserve account for those Common Areas of the Neighborhood, if any, for which the Association is required to maintain a reserve account. Any reserve account will be funded by assessments imposed in accordance with the terms of this Article 4.

4.6 Lien and Personal Obligation. The fees and assessments identified above, together with any applicable late payment fees, interest, costs, and reasonable attorney fees, and any other financial obligations owed to the Association as permitted under this Declaration, shall be a charge and lien against the Lot against which such assessment is imposed. In addition, each Owner's obligation to satisfy such assessments and obligations is an independent and personal covenant of such Owner, with all amounts being due and payable without setoff or deduction when assessed. In the event of a failure to pay such assessments, or other default, the Association may pursue an action against the Owner to collect the assessment and enforce the lien against a Lot by foreclosure in the manner set forth below. The Association's lien shall be a continuing lien on each Lot and shall be subordinate to a First Mortgage, where the Mortgagee is a lender who loaned funds for the purchase of the Lot, and shall also be subordinate to a lien for property taxes or other public

assessments, but the Association's lien shall be superior to all other liens, charges, or encumbrances of any sort which shall hereafter arise or be imposed on any Lot. The Association's lien shall not be affected by the sale or transfer of any Lot.

4.7 Statement and Evidence of Payment. Upon receipt of a written request by an Owner, or any other person or entity, the Board shall within a reasonable time issue to such Owner or other person or entity a written certificate stating, as applicable, (i) that all annual, special, and supplemental assessments (plus any applicable costs or fees) have been paid with respect to any specified Lot as of the date of the certificate, or (ii) if all assessments have not been paid, the amount of such outstanding annual, special, or supplemental assessments (plus any applicable costs or fees) due and payable as the date of the certificate. The Board may make a reasonable charge for issuing such certificates. Any such certificate, when issued as provided herein, shall be conclusive and binding with respect to any matter therein stated.

4.8 Exemption for Declarant and Commercial Builders. No assessment for a Lot owned by the Declarant shall be imposed until such Lot is conveyed to a subsequent purchaser. After the date a Lot is conveyed to a purchaser, the full amount of the assessment attributable to such Lot shall be imposed and collected from the new Owner in the manner set forth in this Declaration. Any Lot transferred to a builder or developer other than Declarant who holds two (2) or more Lots within the Neighborhood for the purpose of constructing homes for sale to residential customers ("**Commercial Builder**") will be partially exempt from assessments according to the terms of this Section. Immediately upon transfer from the Declarant the Commercial Builder will be responsible to pay twenty-five percent (25%) of any assessment attributable to each Lot owned by such Commercial Builder. The Commercial Builder's exemption will expire, and the full assessment attributable to such Lots will be come due and payable, upon the first to occur of twelve (12) months following the transfer of such Lot from Declarant or a certificate of occupancy for a Residence on the Property being issued. In the event that assessments collected from Owners are insufficient to meet the Association's obligations, then notwithstanding the foregoing exemptions Declarant and any Commercial Builder will be obligated to contribute, pro-rata based on the number of Lots owned, in order to offset such shortfall; provided that the required contribution shall not exceed the entire amount that would have been payable by Declarant or a Commercial Builder had the exemption not applied.

4.9 Effect of Non-Payment and Remedies.

4.9.1 Late Fees and Interest. Any assessment not paid within ten (10) days from the due date thereof shall be subject to a late payment fee in an amount to be determined by the Board. In addition, all fees and assessments not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Board.

4.9.2 Legal Remedies. The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Lot in the manner provided by the laws of the State of Utah, and in the event a judgment is obtained, such judgment shall include interest on the assessment and reasonable attorney fees to be fixed by the court, together with the costs of the action. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose the Association's lien for any subsequent assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the membership votes appurtenant to ownership of such Lot, and to convey or otherwise deal with such Lot. In addition to the other rights and remedies set forth herein, the Association shall have all of the rights and remedies pertaining to enforcement of assessment liens as set forth in, and to be exercised in accordance with, the provisions of the Act, including, without limitation, the provisions in Utah Code §§ 57-8a-302 and -303, as the same may be amended. To this end, the Declarant (and each Owner by acceptance of a deed to a Lot) hereby conveys and warrants pursuant to Utah Code §§ 57-1-20 and 57-8a-302 to Cottonwood Title Insurance Agency, Inc., as trustee, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration. The Association shall have the right to substitute said trustee and appoint a successor trustee as provided by statute. The lien of the Association shall be superior and prior to all other liens and encumbrances except liens and encumbrances recorded prior to the recordation of this Declaration, a First Mortgage on a Lot, and assessments, liens, and charges in favor of the State of Utah or a political subdivision thereof imposed for taxes or other governmental assessments or charges past due and unpaid. In any action brought by the Association (or counterclaim or cross-claim brought by the Association) to collect assessments or to foreclose a lien for unpaid assessments, the Association shall be entitled to have a receiver of the Owner appointed to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's assessments of any kind or nature permitted hereunder.

ARTICLE 5

COMMON AREAS

5.1 Identification. The Neighborhood shall have Common Areas consisting of portions of the Neighborhood intended for the common use of the Owners, including areas designated as Common Areas on the Plat Map. During the Period of Declarant's Control, Declarant may, in Declarant's discretion, alter or amend the scope and extent Common Areas. The Declarant during

the Period of Declarant's Control and the Association thereafter may install additional amenities on Common Areas which are deemed appropriate or beneficial to the Neighborhood.

5.2 Use and Enjoyment. Except as provided herein, each Owner shall have a non-exclusive right to use and enjoy the Common Areas. The right of use and enjoyment shall include an access easement to and over all Common Areas.

5.2.1 The right to use and enjoy the Common Areas shall be appurtenant to such Owner's ownership of a Lot within the Neighborhood and shall immediately transfer upon any conveyance of the Lot.

5.2.2 The Owner of each Residence will have a limited number of memberships or access cards to use the clubhouse facility within the Neighborhood. The number of memberships or access cards available to each Residence will be set by the Board and may change periodically. Such memberships may only be used by occupants of the Residences, provided that the Board may, at the Board's discretion, establish provisions for limited use of the clubhouse facility by guests accompanying an occupant with a membership. Notwithstanding the foregoing, during the Period of Declarant's Control, Declarant's right to use the clubhouse will not be subject to membership or access card limitations.

5.3 Ownership. The Common Areas shall be owned by the Association and Declarant hereby dedicates the Common Areas to the Association. In addition to the Common Areas owned by the Association, there may be other areas of open space or community facilities owned or operated by the Master Association for the benefit of all residents of the Project.

5.4 Rules to be Adopted by the Board. Notwithstanding the foregoing, the Rules and Regulations adopted by the Board may include reasonable restrictions on the time, manner, and character of use of the Common Areas by the Owners, their guests, or invitees, including the limitations on total number of persons permitted to use the Common Areas, including the clubhouse facility, at any given time. The Board may enforce the Rules and Regulations as provided in Section 2.6 of this Declaration.

5.5 Maintenance. The Association, directly or through the Manger or other designated agents, shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace and maintain the Common Areas. The Association shall maintain all landscaping of the Common Areas. The Association shall pay all utility charges attributable to the Common Areas. No Owner, directly or indirectly, shall make any alterations to any Common Areas without prior written consent of the Board.

5.6 No Obstruction. No person shall obstruct or permanently occupy any portion of a Common Area without prior written permission of the Board.

5.7 Limitations on Use. In addition to restrictions set forth in the Rules and Regulations, an Owner's right to use and enjoy the Common Areas may be temporarily or permanently restricted in the following circumstances consistent with, and to the extent allowed by, the Act:

5.7.1 Any period during which the Assessments imposed against such Owner's Lot remain unpaid.

5.7.2 Any period during which such Owner, such Owner's Lot, or any Improvement upon such Owner's Lot is or remains in a state of non-compliance with the Covenants set forth in this Declaration, the terms of the Bylaws, or the Rules and Regulations adopted by the Board, including, without limitation, the failure to maintain an Owner's Residence as provided in Article 7. Notwithstanding the foregoing, each Owner shall have fifteen (15) days after receiving written notice of such non-compliance to remedy the same, and shall have the opportunity for a hearing before the Board, before any restriction shall be imposed under this Section 5.7.2.

ARTICLE 6

USE LIMITATIONS AND AGE RESTRICTED COMMUNITY

6.1 Residential Use and Occupancy. Each Lot, and all Improvements thereon, shall be used only for non-commercial, residential purposes. No Lot shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Lot, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance. The primary Improvement on each Lot shall be a Residence. Any other Improvements on the Lot shall be consistent with and shall not detract from the residential nature of the Neighborhood. Subject to the Declarant exemption, below, there shall be no temporary or prefabricated structures, mobile homes, trailer houses, or other non-permanent structures allowed in the Neighborhood.

6.2 Age Restricted Community. Consistent with the Housing for Older Persons Act of 1995 ("HOPA"), including, without limitation, the provisions of 42 U.S.C. § 3607(b)(2)(c), Declarant intends that the Neighborhood be primarily occupied by persons fifty-five (55) years of age or older. To that end, the following restrictions apply.

6.2.1 Application of the Age Restriction. Declarant intends that at least eighty percent (80%) of the Residences be occupied in accordance with the following restriction:

at least one (1) person who is fifty-five (55) years of age or older must permanently occupy a Residence (“**Age Restriction**”). In addition, except as may be required by law, no person under the age of nineteen (19) years of age may stay overnight in any Residence for more than one hundred twenty (120) days in any twelve (12) month period. Any permitted rental of a Residence any each resale of a Residence must result in the occupancy of such Residence by at least one (1) person meeting the Age Restriction.

6.2.2 Scope of Age Restriction. The Age Restriction applies to occupants of the Residence. Owners of Residences need not meet the Age Restriction.

6.2.3 Intent to Comply. The Declarant and / or the Association will publish and adhere to policies and procedures which demonstrate the intent that the Neighborhood be used and occupied as an Age Restricted Community.

6.2.4 Advertising. Marketing and advertising materials for the Neighborhood will reasonably identify the Neighborhood as a community primarily intended for persons over fifty-five (55) years of age or otherwise indicate that the Neighborhood is an Age Restricted Community.

6.2.5 Verification. The Declarant intends to comply with any applicable statutes and regulations adopted by the U.S. Department of Housing and Urban Development (“**HUD**”) regarding the Age Restriction.

6.2.6 Exclusions. Declarant or the Association may exclude from the Age Restriction various Residences in the Neighborhood as allowed under HOPA and those regulations to implement HOPA adopted by HUD, including, without limitation, 24 C.F.R. Part 100.

6.2.7 Sale in Violation of Age Restriction Prohibited. Each resale of a Residence must be result in the Residence being occupied by at least one (1) person who is fifty-five (55) years of age or older. In furtherance of the intent that the Neighborhood be an Age Restricted Community, Declarant, during the Period of Declarant’s Control, and the Association thereafter, shall have the unilateral exercise all rights and remedies available under applicable law with respect to any sale of a Lot or Residence in violation of the Age Restriction.

6.2.8 Declarant Exemption. Notwithstanding the restrictions set forth in this Section 6.2 and its subparts, Declarant reserves the right for Declarant, and only Declarant, during the Period of Declarant’s Control to sell Lots without regard to the Age Restriction; provided, that such exemption will be limited by the requirement that at all times at least

eighty percent (80%) of the Residences will be occupied by at least person who is fifty-five (55) years of age or older. It is Declarant's intent that the Neighborhood be, and remain, an Age Restricted Community consistent with state and federal laws allowing such restrictions.

6.3 Compliance with Declaration and Master Declaration. Each Owner shall fully comply with, and shall cause such Owner's guests and invitees to fully comply with, the Covenants set forth in this Declaration, the terms of the Bylaws, and the Rules and Regulations adopted by the Board. In addition, each Owner shall fully comply with, and shall cause such Owner's guests and invitees to fully comply with, the Master Declaration and any binding restrictions of the Master Association.

6.4 Leasing. No Owner may lease or rent, or offer to lease or rent, a Residence on any Lot except as allowed under the Master Declaration, the rules of the Master Association, and this Section 6.4 and its subparts. Any lease or rental agreement which is entered into in violation of the foregoing shall be void. The Association may enforce the terms of this Section 6.4 as provided in Section 2.6.

6.4.1 Qualified Occupant. No lease or rental of any Residence is permitted unless at least one (1) person meeting the Age Restriction resides in the Residence pursuant to such lease.

6.4.2 Tenant to Comply with Covenants. Each lease or rental agreement must state in writing that the tenants and occupants will comply with the following: (a) the Covenants set forth herein; (b) the Bylaws and the Rules and Regulations adopted by the Board; (c) the terms of the Master Declaration; and (d) the rules of the Master Association.

6.4.3 Short Term Rental Agreements Prohibited. No lease or rental agreement for any Residence shall be for a term of less than ninety (90) days. If a lease or rental agreement is terminated for any reason prior to the expiration of at least ninety (90) days after commencement, an Owner may enter into a new lease or rental agreement only after the expiration of at least ninety (90) days after commencement of the prior lease.

6.4.4 Exemptions. Pursuant to Utah Code § 57-8a-209(2), the rental restriction set forth in Section 6.4.3 does not apply: (a) to an Owner's rental of a Residence during the time such Owner is deployed in the military; (b) to a Residence occupied by an Owner's parent, child, or sibling; (c) where an Owner's employer has relocated the Owner for less than two (2) years; (d) to a Residence owned by an entity and occupied by an individual who has voting rights under the entity's governing documents and has a twenty-five percent (25%) or greater share of ownership, control, and rights to profits and losses of the entity;

or (e) a Residence owned by a trust or other entity created for estate planning purposes .if the trust or estate planning entity was created for the estate of the current resident or the parent, child, or sibling of the current resident. The exemption in this Section 6.4.4 **does not** affect or limit the applicability of the Age Restriction as set forth in Section 6.4.1.

6.5 **No Further Subdivision.** No Lot or Common Area shall be further subdivided or separated into smaller parcels. No conveyance of less than all of any Lot shall be permitted.

6.6 **Prompt Repair.** Each Residence and other Improvement on an Owner's Lot shall be kept in good repair. As applicable, the Owner or Association shall promptly repair damage to any Residence or Improvement on such Owner's Lot.

6.7 **Nuisances and Offensive, Unsightly, and Unsafe Conditions.** No Owner shall permit any noxious, offensive, unsightly, or unsafe activity, object, animal, or condition to exist on such Owner's Lot. Without limiting the generality of the foregoing, no unreasonable noise or disturbance shall be permitted on any Lot. Trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, behind approved fencing or otherwise enclosed or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except within an enclosed structure or when appropriately screened from view. No Owner shall dispose, or permit to be disposed, any oil, gas, toxic or hazardous material, or other unsafe substance within the Neighborhood. The Board may adopt reasonable Rules and Regulations to further clarify the responsibilities of Owners under this Section.

6.8 **Ingress and Egress.** Each Owner shall have a right of ingress to and egress from such Owner's Lot, with such right of ingress and egress being perpetual and appurtenant to ownership of the Lot.

6.9 **Encroachment.** Subject to Section 9.2.1 of this Declaration, no Improvement on any Lot shall encroach on an adjoining Lot or Common Area and any such encroaching Improvements must immediately be removed at the expense of the Owner of the Lot from which the Improvement encroaches. If, however, encroachment occurs due to natural settling or shifting or for other reasons beyond the control of the Owner, the Owner shall be deemed to have an easement for the maintenance of such encroaching Improvement which shall exist, and shall run with the land, for so long as the encroaching Improvement exists.

6.10 View Impairment. Declarant makes no representation or guarantee that the view from, across, or over any Owner's Lot will remain the same as when purchased by such Owner. Construction of Residences or other Improvements within the Neighborhood may affect such Owner's view. In addition, landscaping and trees may also impact an Owner's view and the Declarant and Association will have no obligation to prune or trim any landscaping or trees except as required in the Master Declaration or by applicable regulations of the Master Association.

ARTICLE 7

MAINTENANCE

7.1 Maintenance by Owner. Subject Section 7.2.1 of this Declaration, each Owner shall maintain such Owner's Lot, and all permitted Improvements thereon, in good repair and in a clean and tidy manner, and in accordance with all the Covenants, the Design Guidelines, and the Local Design Guidelines so as to not detract from the overall appearance of the Neighborhood. Each Owner shall maintain such Owner's Lot and Residence at the Owner's expense without any setoff right. The Board may adopt reasonable Rules and Regulations governing the appearance and use of driveways, decks, patios, and balconies within the Neighborhood. Without limiting the generality of the foregoing, each Owner has the following obligations.

7.1.1 Exterior of the Residence. Each Owner (including owners of Attached Residences and detached Residences) shall be responsible to maintain the exterior of such Owner's Residence. Without limitation, each Owner shall be responsible to maintain the roof, foundation, beams, exterior surfaces and siding, doors, windows, driveways, concrete, patios, balconies, garage doors, and other components of the Residence. Each Owner shall also be responsible for the maintenance of the interior of each Residence and to keep the same in good repair.

7.1.2 Attached Residences and Party Walls. Attached Residences may share one or more common wall ("**Party Wall**") with an adjacent Residence. The Owner of each Residence containing a Party Wall has a joint duty, with the Owner of the adjoining Residence, to maintain the Party Wall. The obligations and rights of the Owners with respect to Party Walls are further described in Section 6.5 of the Master Declaration. However, no Owner of an Attached Residence shall do any act or perform any work that will, or may, impair any component (including, without limitation, the roof, foundation, exterior surfaces and siding) of the adjacent Residence. Each Owner of an Attached Residence has a duty to each Owner of each adjoining Attached Residence to keep the exterior components of such Owner's Attached Residence well maintained, in good repair and free from any condition that could adversely affect or impact the adjoining Attached Residence. This Section may be enforced by the Association as provided in Section 2.6 or

by any affected Owner. This Section will not be deemed to invalidate or restrict any common law rights or remedies available to Owners of attached Residences with respect to adjoining Attached Residences.

7.1.3 Association Maintenance of Attached Residences. In addition to other remedies available to the Association, if any Owner of an Attached Residence fails to maintain such Attached Residence as provided herein after written notice, at least fifteen (15) days to cure, and the opportunity for a hearing before the Board, then the Association shall have the right, but not the obligation, to immediately, or at any time, perform such maintenance or repair work with no further notice to the affected Owner. The Association shall have perpetual easement to enter each Lot to perform the such maintenance. The Association shall have no liability to such Owner for any damages, expenses, or losses incurred by such Owner as a result of the Association performing such maintenance. If the Association incurs any costs or expenses of any sort in connection with such maintenance (including, without limitation, reasonable attorney fees), the amount of such costs or expenses shall be deemed a special assessment to the affected Owner, immediately due and payable. Such special assessments shall be subject to the Association's lien which may be enforced as provided in Article 4 of this Declaration.

7.1.4 Utilities. Each Owner shall be responsible for the maintenance, repair, and replacement of all utility lines serving such Owner's Residence, provided that no Owner shall do any work or perform any act that will, or may, impair the ability of any utility lines or fixtures to serve other Residences within the Project.

7.2 Maintenance by Association.

7.2.1 Landscaping. The Association shall maintain the front yard and backyard landscaping of each Lot. The Association's obligation will include mowing and edging grass, maintaining sprinkler systems (but watering shall be the Owner's obligation and expense), and maintaining any flower beds in the front yards of the Lots. Any stand-alone planter boxes or flower displays in the front yard or on porches, to the extent permitted the Association and the Master Association, together with any flower beds, planters, or boxes in the side or rear yards will be the responsibility of the Owners. To the extent any fencing is permitted in the Neighborhood, each Owner must provide access for the Association to perform landscape maintenance as provided herein.

7.2.2 Common Areas. The Association shall maintain the Common Areas. The Association shall keep Common Areas and other areas for which it is responsible clean, appropriately landscaped, functional, attractive, and generally in good condition and repair consistent with any applicable requirements of the City or the Master Association. In the

event that maintenance or repair to Common Areas is caused by the willful or negligent acts of any Owner or group of Owners, or by their guests or invitees, the cost of such maintenance may be assessed solely to the responsible Owner or Owners as a special assessment.

7.3 Maintenance by Master Association. The Master Association will maintain those areas, if any, within the Neighborhood which are owned by the Master Association or for which the Master Association has assumed responsibility.

7.4 Roads and Streets. All roads and streets within the Neighborhood will be dedicated to the City for public use and will be maintained by the City.

7.5 Utilities. The Owner of each Lot shall pay for all utility services provided to such Lot, except utility services which are not separately billed or metered. Any such common utilities shall be paid by the Association and an appropriate share shall be charged to each Lot as part of the annual assessment.

7.6 Remedies. Among other available remedies, the Association shall have the right to enter each Owner's Lot and perform maintenance otherwise required to be performed by an Owner and to recover the cost of such maintenance from such Owner as a special assessment against such Owner and such Owner's Lot if the Association determines that such Owner is unwilling or unable to timely perform such maintenance. Except in the case of an emergency, the Association may not exercise this remedy unless: (a) the Owner has been given written notice of the need to perform such maintenance and fifteen (15) days have elapsed since such notice was given without the required maintenance being performed by such Owner, and (b) the Owner is given the opportunity for a hearing before the Board.

ARTICLE 8

ARCHITECTURAL CONTROL

8.1 Review by Founder and Design Review Committee. All Improvements constructed within the Neighborhood will be subject to design review by the Founder and / or the Design Review Committee as set forth in Section 5.2 of the Master Declaration, as well as the Design Guidelines promulgated thereunder.

8.2 Architectural Control Committee. In addition to review by the Master Association, the Declarant may, during the Period of Declarant's Control, establish an Architectural Control Committee ("ACC"). If an ACC is formed, all Improvements within the Neighborhood will be subject to design review and prior approval by the ACC. The ACC shall be governed by the following provisions.

8.2.1 Composition and Selection. Declarant shall select, change, and remove from time to time the members of the ACC, which shall number no less than three (3) members. Members of the ACC do not need to be Owners.

8.2.2 Local Design Guidelines. If the Declarant establishes the ACC, the ACC will adopt design and maintenance criteria for the Residences and all other Improvements permitted within the Neighborhood (“**Local Design Guidelines**”). The Local Design Guidelines shall be consistent with the building, land use, and other ordinances and regulations of the City and with the Master Association’s Design Guidelines. The ACC must make the Local Design Guidelines available to all Owners or prospective Owners and, if possible, shall publish the Local Design Guidelines in electronic format.

8.2.3 Compliance. If the Declarant establishes the ACC, all Residences, fences, and other Improvements must be constructed and maintained in accordance with the Local Design Guidelines. Prior to construction, alteration, modification, or replacement of any Improvements within the Neighborhood, an Owner shall submit plans for the same to the ACC. The ACC shall evaluate all such plans for compliance with the Local Design Guidelines.

8.2.4 Procedure. The ACC may establish a schedule of reasonable fees for review of plans for any proposed Improvements and collect such fees before any obligation to review plans under this Article 8. The ACC may employ architects, engineers, and other professionals to review plans submitted by an Owner. The Owner shall pay all expenses reasonably associated with the ACC’s review of the plans. The ACC shall approve or deny such plans in writing within thirty (30) business days following receipt of the same. Failure to approve or deny such plans within the time period provided shall constitute disapproval of the same.

8.2.5 Enforcement. The ACC shall have the right, but not the duty, to enforce compliance with the Local Design Guidelines, including by means of fines levied by the Association or by legal action, in which case the ACC shall be entitled to recover the costs of enforcement, including reasonable attorney fees.

8.3 Construction. Unless otherwise permitted by the Board, any builder must use its best efforts to complete construction of each Residence within twelve (12) months from the commencement of construction. This includes all exterior painting and finish work and the installation of all required landscaping. During the construction of any Improvement, the affected Lot must be kept reasonably clean and tidy and all construction debris must be controlled and regularly removed. All construction activities must comply with the Covenants set forth in this

Declaration, the terms of the Bylaws, and the Rules and Regulations adopted by the Board and all local zoning ordinances, building codes, and other applicable laws.

8.4 Declarant Exemption. Nothing in this Article 8 shall prohibit or restrict the ability of the Declarant to use any Lots owned by Declarant, and the Common Areas during the Period of Declarant's Control, for any purposes consistent with or intended to facilitate the improvement and sale of Lots owned by Declarant. Declarant shall not be bound by the Local Design Guidelines and reserves the right to alter or modify the plans for any Improvement on any Lot at any time Declarant owns such Lot. Declarant shall not be bound by the time limitation for construction activities set forth in this Declaration. Declarant's sales and marketing activities are exempt from the Local Design Guidelines. In accordance with the terms and conditions of the Master Declaration or the Design Guidelines, Declarant may maintain and operate temporary structures for construction, sales, or business purposes. The exemption does not apply to Commercial Builders and each Commercial Builder will be subject to the Local Design Guidelines and the other provisions of this Article 8.

ARTICLE 9

EASEMENTS

9.1 Easements Shown on Plat Map. The Property and Lots are subject to the easements, rights of way, encroachments, and other encumbrances as shown on the Plat Map. Within such easements, no Improvement of any type shall be placed or permitted to remain which may damage or interfere with the intended purpose of such easement.

9.2 Easements Reserved. In addition to easements shown on the Plat Map or otherwise provided for in this Declaration, the following easements are reserved for the benefit of the Owners and the Association:

9.2.1 Easement for Encroachment. If, because of an error in original construction, an error on the Plat Map, natural settling or shifting of the earth, or good faith mistakes during repair or reconstruction, any part of the Common Areas encroaches on an adjoining Lot, an easement for the encroachment and for maintenance of the Common Areas shall exist in favor of the Declarant during the Period of Declarant's Control and the Association thereafter.

9.2.2 Public Dedication. The Declarant reserves, for itself and its successors and assigns, the right to dedicate all roads, streets, alleys, open space, rights of way or easements shown on the Plat Map to public use. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Neighborhood except as set forth in this Declaration, or as shown on the Plat Map.

9.2.3 Current Utility Easements. The Association and public utility or public service providers shall have an easement for the installation, maintenance, and repair of such utilities and services as shown on the Plat Map. Except for equipment or improvements for which the public utility or public service provider is responsible, each Owner shall maintain the portion of such Owner's Lot burdened by a utility easement.

9.2.4 Future Utility Easements. Declarant reserves, for itself and its successors and assigns, an easement, and the right to grant easements to any person, individual, corporate body, or municipality, across, over, under, upon, and through any Lot, Common Area, road, street, open space, or other portion of the Neighborhood, for the installation, construction, maintenance, reconstruction and repair of public, quasi-public, or private utilities and related facilities to serve the Neighborhood and the Lots therein, including but not limited to the mains, conduits, pipelines, laterals, underground or above-ground lines and cables, transmission facilities, meters and other facilities and appurtenances necessary or useful for the provision of water, storm sewer, sanitary sewer, gas, electricity, telephone, cable television, internet and data and other public, quasi-public or private services or utilities deemed by Declarant necessary or advisable to provide any service to the Neighborhood or any Lot, Common Area, or other portion thereof.

9.2.5 Grading and Drainage. Declarant reserves, for itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Residence built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope. In addition, if Declarant establishes a drainage system within the Neighborhood, each Owner must maintain such drainage system and not do anything to modify or interfere with the same.

9.2.6 Right of Entry onto Lots. The Declarant during the Period of Declarant's Control and the Association thereafter shall have the right, through authorized agents, to enter onto any Lot after reasonable notice to the Owner thereof for the purpose of performing maintenance or determining whether the Lot, or any Improvements thereon, complies with this Declaration, the Bylaws, and the Rules and Regulations. Except in the event of an emergency, entry made pursuant to this Section shall be during normal business hours, at a time convenient for the Owner, after reasonable notice.

9.2.7 Right of Entry onto Common Areas. Declarant during the Period of Declarant's Control and the Association thereafter shall have the right, through authorized agents, to enter upon the Common Areas for maintenance, repair, replacement, and such other purposes as Declarant deems necessary, including the right to make openings and

excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and the right to make such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

9.3 Easement for Entry Monuments. Declarant reserves the right to place, at Declarant's discretion and at any time during the Period of Declarant's Control, one or more entry monuments on one or more Lots within the Neighborhood, provided that any such monuments shall not unreasonably interfere with the residential use of such Lot. If the Declarant elects to install one or more entry monument, the Association shall thereafter have an easement on the affected Lot or Lots for the purpose of maintenance of such monument and such maintenance shall be a Common Expense.

ARTICLE 10

DECLARANT RIGHTS AND CONTROL

10.1 Declarant's Administrative Control. During the Period of Declarant's Control, neither the Board nor the Association shall take any action without Declarant's prior written approval.

10.2 Construction Activities. So long as Declarant owns at least one (1) Lot within the Neighborhood, Declarant shall have the right to conduct construction activities on or related to such Lot and shall not be bound by any limitations related to construction activities set forth in this Declaration. During the Period of Declarant's Control, Declarant shall have a non-exclusive easement and right-of-way in, through, under, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Neighborhood and the provision of utility services and other services or facilities to the Neighborhood. Notwithstanding any other provision of this Declaration to the contrary, Declarant, in its absolute discretion, shall have the right to construct and install any and all Improvements within the Neighborhood which Declarant desires, so long as they comply with the provisions of the Master Declaration and applicable ordinances of the City, but this provision shall not be construed to impose any obligations on Declarant to construct any such Improvements.

10.3 Sales Activities. Notwithstanding any other provision of this Declaration, so long as Declarant owns at least one (1) Lot within the Neighborhood, Declarant shall have the right to conduct reasonable sales activities including, but not limited to maintaining one or more sales office or model home on Lots owned by the Declarant and using the same for business purposes and maintaining a reasonable number of "for sale" signs or other similar marketing materials in the Neighborhood, including Common Areas subject to the provisions of the Master Declaration and the reasonable rules and regulations promulgated thereunder by the Master Association.

10.4 Declarant's Rights Assignable. Declarant may assign the rights of Declarant set forth under this Declaration, or those rights in any way relating to the Property to a purchaser or successor in interest. Upon such assignment, such assignee shall be deemed the Declarant for all purposes under this Declaration.

ARTICLE 11

INSURANCE

11.1 Insurance Held by Owner. Each Owner shall obtain and maintain insurance covering the personal contents of the Residence or other Improvements on such Owner's Lot. Each Owner shall also maintain a policy of homeowner's insurance on the Residence on such Owner's Lot, protecting such Residence against casualty and loss, in an amount not less than one hundred percent (100%) of the current replacement value of such Residence.

11.2 Insurance Held by Association. The Association shall obtain and maintain all insurance policies required by Part 4 of the Act consistent with the terms and conditions of the Act. All premiums for insurance policies held by the Association shall be funded by Assessments. Without limiting the foregoing, the Association shall obtain and maintain:

11.2.1 Property and liability insurance for all Common Areas.

11.2.2 Property insurance for all Attached Residences in the Neighborhood. The cost of premium for coverage of Attached Residences will be allocated solely to the Owners of Attached Residences.

11.2.3 Fidelity insurance (e.g., directors and officers coverage).

11.2.4 Such other insurance policies for casualty or liability as the Board deems necessary or desirable and with coverages and coverage limits comparable to similarly situated homeowner associations in the Salt Lake valley area.

11.2.5 All such insurance carried by the Association shall name Founder, the Master Association, Varde Partners, Daybreak Communities, LLC, VP Daybreak Holdings, LLC, and Daybreak Investments, LLC, as additional insureds thereunder.

11.3 Deductible. If permitted by the Act, the deductible on any claim made under a policy maintained by the Association shall be allocated among all Owners if the loss affects the Common Areas or all the Lots in the Neighborhood or, if the loss affects or impacts less than all the Lots in the Neighborhood, the deductible shall be allocated among the Owners of affected Lots.

ARTICLE 12

DURATION AND AMENDMENT

12.1 Duration. This Declaration shall be effective, and the Covenants set forth herein shall encumber the Property, from the date the Declaration is recorded in the County Recorder's Office and, as amended from time to time, this Declaration shall continue in full force and effect against the Property and the Covenants shall run with the land in perpetuity, for as long as the law allows unless amended or terminated as provided herein.

12.2 Amendment. During the Period of Declarant's Control, the Declarant shall have the right to amend this Declaration without the consent of any other Owner. Any other amendment proposed during the Period of Declarant's Control must be approved by sixty-seven percent (67%) of the Members of the Association and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, this Declaration may be amended by the affirmative vote of not less than sixty-seven percent (67%) of the Members of the Association and such amendment must contain a statement from the Board certifying that the required vote has taken place. No amendment to this Declaration shall be effective until it is recorded in the County Recorder's Office.

12.3 Termination. An agreement to terminate this Declaration and the Covenants set forth herein, shall require same approval required for an amendment as set forth in Section 12.2 of this Declaration. In addition, after the Period of Declarant's Control any agreement to terminate must be approved, or deemed approved, by at least sixty-seven percent (67%) of the Eligible Mortgagees as provided in Section 14.3 of this Declaration.

ARTICLE 13

MANDATORY DISPUTE RESOLUTION REQUIREMENTS

13.1 Statement of Intent. Prior to purchasing a Lot, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, an inspection on any Lot that Owner is purchasing or any other aspect of the Neighborhood, including, without limitation, the Common Areas. Moreover, if any written warranty has been provided, it identifies the only items that are warranted by the Declarant. Having had the ability to inspect prior to purchasing a Lot, having received a written warranty if any warranty is provided, and having paid market price for a Lot in the condition it and the Lots and Common Areas are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any subcontractor performing work in the Neighborhood to change, upgrade, or add additional work to the Neighborhood outside of any express warranty obligation. Moreover, the Owners (by purchasing a Lot) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lot during any period when

litigation is pending. For this reason, the Owners, by purchasing a Lot, and the Declarant covenant and agree that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through the specific alternative dispute resolution mechanisms described below and only after full disclosure, satisfaction of the right to cure periods, and knowing approval of the Owners, as set forth in the provisions of this Article 13. In addition, the Association and the Owners agree that they take ownership and possession of the Lots and Common Areas AS IS, with no warranties of any kind except as maybe provided in writing or as otherwise required as a matter of law. Unless otherwise provided in writing (and then only except to the extent of such writing), the Declarant specifically disclaims any and all warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

13.2 Binding Arbitration for All Disputes. To the fullest extent permitted by law, all claims and disputes of any kind that any Owner, group of Owners, or the Association may have involving the Declarant, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer or contractor involved in the design or construction of the Neighborhood, which arise from or are in any way related to the design, use, construction, or maintenance of any Residence or other Improvement on a Lot, the Common Areas, or any other Improvement on, or component of, the Neighborhood (each, a “**Dispute**”), shall be submitted to final and binding arbitration in lieu of litigation. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any Owner or between or involving the Declarant and the Association. Each Owner recognizes that this Section 13.2 amounts to a **WAIVER OF THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTES** and, by taking title to a Lot, knowingly agrees to that waiver. Notwithstanding the foregoing, arbitration proceedings shall not be commenced unless all of the Pre-Arbitration Requirements set forth in Section 13.3 have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include the following:

13.2.1 Any allegation that a condition in any of the Residences on the Lots, the Common Areas, or other Improvements in the Neighborhood is or involves a construction defect;

13.2.2 Any disagreement as to whether an alleged construction defect has been corrected;

13.2.3 Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;

13.2.4 Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;

13.2.5 Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;

13.2.6 Any alleged violations of consumer protection, unfair trade practice, or other statutes or laws;

13.2.7 Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;

13.2.8 Any allegation that any condition existing in the Neighborhood or created by the Declarant (or any of its contractors), including construction-related noise, dust, and traffic, is a nuisance, a defect, or a breach of any implied warranties of habitability or other implied warranties;

13.2.9 Any disagreement concerning the scope of issues or claims that should be submitted to binding arbitration;

13.2.10 Any disagreement concerning the timeliness of performance of any act to be performed by Declarant or any of its contractors;

13.2.11 Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;

13.2.12 Any disagreement or dispute regarding management of the Association, or regarding reserve studies or funding of Association expenses; and

13.2.13 Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of Improvement on the Lots, Common Areas, off-site improvements, the formation, operation, governance, and/or management of the Association, or other claims regarding the Neighborhood.

13.3 Pre-Arbitration Requirements.

13.3.1 Generally. An Owner or the Association may only pursue a claim against the Declarant in arbitration after **ALL** of the following efforts of dispute resolution have been completed: (a) the claimant (e.g. the affected Owner or the Association) shall provide to the Declarant a written Notice of Claim (defined below) and permit the Declarant one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the applicable builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings; and (b) if the Dispute is not resolved

within the 180-day Right to Cure period, the parties shall participate in formal mediation with a mutually-acceptable third-party mediator in an effort to resolve the Dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this Section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

13.3.2 Notice of Claim. For purposes of this Article 13, "Notice of Claim" shall mean and include **ALL** of the following information: (a) an explanation of the nature of the claim, (b) a specific breakdown and calculation of any alleged damages, (c) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (d) photographs of any alleged defective condition, if applicable, (e) samples of any alleged defective conditions or materials, if reasonably available, (f) an explanation of the efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (g) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

13.4 Member Approval; Legal Opinion; Arbitration. If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner or Association) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Association after the Association has obtained a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a mutually-acceptable arbitrator (preferably a former judge), or, if an arbitrator cannot be mutually selected, then by a member of the Panel of Construction Arbitrators appointed by the American Arbitration Association ("AAA"). The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the AAA. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

13.5 Fees and Costs of Arbitration. Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitration filing fee and other arbitration

fees shall be divided and paid equally as between the parties. The arbitrator **SHALL NOT** award attorney fees, expert witness fees, or arbitration costs, to the prevailing party.

13.6 No Waiver of Arbitration Right. If any Owner, the Association, or the Declarant files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration or to insist on compliance with the requirements set forth in this Article 13. If any such court action is filed, then the court in such action shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein, including, without limitation, compliance with the pre-arbitration requirements set forth above.

13.7 Waiver of Subrogation. The Association and each Owner waives any and all rights to subrogation against the Declarant and any builder, contractor, and engineer in the Neighborhood. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the Neighborhood engineer, and builder, contractors of the Declarant and the builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Neighborhood engineer, and builder, and their respective officers, employees, owners, contractors, insurers, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the builder, and any of their officers, employees, owners, contractors, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation

13.8 Enforcement of Covenants. Notwithstanding the foregoing, any legal action taken by Declarant to enforce the Covenants shall be subject to the terms of Section 2.6 of this Declaration, not this Article 13.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Damage or Destruction.

14.1.1 Attorney in Fact. Each Owner irrevocably appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purpose of dealing with the Neighborhood in the event of damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in-fact as herein 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. All insurance proceeds shall be payable to the Association, except as otherwise provided in this Declaration.

14.1.2 Definition of Repair and Reconstruction. Repair and reconstruction of the Improvements as used herein means restoring the Neighborhood 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.

14.1.3 Procedure. In the event all or any part of the Neighborhood is damaged or destroyed, the Association shall proceed as follows. The Association shall give timely written notice to any First Mortgagee on a Lot or who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or a Lot subject to the Mortgage held by such First Mortgagee. As soon as practicable after an event causing damage to or destruction of any part of the Neighborhood, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Neighborhood damaged or destroyed. In no event shall an Owner of a Lot or any other party have priority over the First Mortgagee on such Lot with respect to the distribution to such Lot of any insurance proceeds.

14.1.4 Repair or Reconstruction. If the damage or destruction is to be repaired or 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 Neighborhood 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 expressly provided herein.

14.1.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association, and any amounts received from assessments made 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 costs 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 equally.

14.2 Condemnation.

14.2.1 In General. If at any time, or from time to time, all or any part of the Neighborhood shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Section shall apply. A voluntary sale or conveyance of all or any part of the Neighborhood in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Lot or portion thereof, or the Common Areas or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding, or are otherwise sought to be acquired by a condemning authority, the Board shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Neighborhood and to any First Mortgagee who has requested in writing notice thereof. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

14.2.2 Proceeds. All compensation, damages and other proceeds from any such taking by power of eminent domain (hereinafter "**Condemnation Award**") shall be made payable to the Association and shall be distributed by the Board, on behalf of the Association as herein provided.

14.2.3 Complete Taking. In the event the entire Neighborhood is taken by power of eminent domain, ownership pursuant hereto shall terminate and the Condemnation Award shall be allocated among and distributed to the Owners and the Owners shall divide the Condemnation Award based upon the relative values of the Lots immediately prior to the condemnation. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

14.2.4 Partial Taking. In the event that less than the entire Neighborhood is taken by power of eminent domain, the following shall occur:

14.2.4.1 Allocation of Condemnation Award. As soon as practicable, the Board shall, on behalf of the Association, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages or other proceeds and shall allocate such apportioned amount and pay the same to the Owners as follows: (a) The total amount apportioned to taking of or injury to the

Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Lots have been taken); (b) The total amount apportioned to severance damages shall be allocated among and distributed equally to the Owners of those Lots that have not been taken; (c) The respective amounts apportioned to the taking of or injury to a particular Lot shall be allocated and distributed to the Owner of such Lot; (d) The total amount apportioned to consequential damages and any other taking or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances; (e) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable; (f) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and (g) No provision of this Section, or any other provision of this Declaration, the Association's Articles of Incorporation or the Bylaws shall entitle the Owner of a Lot, or other party, to priority over any First Mortgagee of such Lot with respect to the distribution to such Lot of the proceeds of any award, settlement or proceeds from any eminent domain or condemnation proceedings.

14.2.4.2 Continuation and Reorganization. If less than the entire Neighborhood is taken by power of eminent domain, ownership pursuant hereto shall not terminate but shall continue. In such event the Neighborhood shall be reorganized as follows: (a) If any partial taking results in the taking of an entire Lot, then the Owner thereof shall cease to be a Member of the Association and all voting rights shall terminate; (b) If any partial taking results in the taking of a portion of a Lot, the voting rights appertaining to such Lot shall continue; (c) If any partial taking results in the taking of a portion of a Lot and if there is a determination made by the Board, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Lot, then all voting rights shall terminate and the remaining portion of such Lot shall thenceforth be part of the Common Areas; (d) The Board, after duly considering any recommendations, proposals or other input from the Owners, shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Neighborhood under the provisions of this Section (including a possible reallocation of voting rights); provided, however, that if any such determination shall have been or such action is taken by judicial decree, the Board shall defer thereto and proceed in accordance therewith.

14.2.4.3 Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Section 14.1 of this Declaration for cases of Damage or Destruction, as applicable.

14.3 Mortgagee Provisions.

14.3.1 Owner's Right to Separate Mortgages. Each Owner shall have the right to separately mortgage or otherwise encumber such Owner's Lot, regardless of whether the Lot contains an Attached Residence. No mortgage by any Owner shall encumber any other Owner's Lot or any portion thereof, including an adjacent Attached Residence.

14.3.2 Notice of Action. Upon written request made to the Association by a First Mortgagee, or an insurer or governmental guarantor of a First Mortgage (any one of which is an "**Eligible Mortgagee**"), which written request shall identify the name and mailing address of such First Mortgagee, insurer, or governmental guarantor and the Lot number or physical address of the Residence, any such First Mortgage, insurer or governmental guarantor shall be entitled to timely written notice of: (a) Any condemnation, loss or any casualty loss which affects a material portion of the Neighborhood, or any Lot on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor; (b) Any delinquency in the payment of assessments or charges owed by an Owner, whose Lot is subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 14.3.2 or elsewhere herein.

14.3.3 Matters Requiring Mortgagee Approval. After the Period of Declarant's Control, and except as otherwise provided in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Lots in the Association, and Eligible Mortgagees holding First Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to First Mortgages held by Eligible Mortgagees shall be required to: (a) Abandon or terminate the legal status of the Neighborhood after substantial destruction or condemnation occurs; (b) Add or amend any material provision of the Declaration, Articles of Incorporation, Bylaws or Plat Map, which establishes, provides for, governs or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only): the conversion of Lots into Common Areas or vice versa, a material change to hazard or fidelity insurance requirements, the imposition of any restrictions on Owner's right to sell or transfer his Lot, the establishment

of self-management by the Association if professional management had been required previously by the Declaration or by an Eligible Mortgagee, or a change to or deletion of any provision that expressly benefits Mortgagees, insurers, or guarantors.

14.3.4 Response. Any Eligible Mortgagee who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

14.3.5 Availability of Neighborhood Documents and Financial Statements. The Association shall maintain and have current copies of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as well as its own books, records, and financial statements available for inspection by (a) Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Lots in the Neighborhood; or (b) the Master Association. Generally, these documents shall be available during normal business hours. The Association shall make any audited financial statement which the Association obtains available to the holder, insurer, or guarantor of any First Mortgage on submission of a written request, and at such requestor's expense. In addition, the Association shall make any audited financial statement which the Association obtains available to the Master Association on submission of a written request therefor.

14.3.6 Subordination of Lien. The lien or claim against a Lot for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot if the First Mortgage was recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage, or as not to burden a First Mortgagee which comes into possession or which obtains title, shall be collected or enforced by the Association from or against a First Mortgagee or the Lot affected or previously affected by the First Mortgage concerned.

14.3.7 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in this Declaration lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may

jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Association.

14.3.8 Priority. No provision of this Declaration gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lots or the Common Areas.

14.4 Notices. The Association shall keep a list of contact information for Owners of all Lots within the Neighborhood and all Eligible Mortgagees. Each Owner, upon becoming an Owner, shall provide the Association with appropriate contact information including mailing address, telephone number, and email address. Each Owner or Eligible Mortgagee shall update the Association with any changes to contact information. Where written notice to an Owner is required under this Declaration, the Bylaws, or the Rules and Regulations, such notice will be deemed sufficient if it is sent to the mailing address or email address on file with the Association.

14.5 Interpretation. The captions and section headings set forth in this Declaration are for convenience and the meaning of the provisions set forth in the sections hereof shall be governed by the body of the text. The use of any plural shall, where the context requires, include the singular thereof, and vice-versa.

14.6 Governing Law. This Declaration shall be governed by, and interpreted in accordance with, the laws of the State of Utah.

14.7 Severability. If any section, term, or provision of this Declaration is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration, which shall all remain in full force and effect.

14.8 Waiver. The failure by the Declarant, the Association, or any Owner to enforce any term or provision of this Declaration shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

[Signature Page Follows.]

IN WITNESS WHEREOF, Declarant has executed this Declaration on this 10th day of July, 2018.

DECLARANT

Clayton Properties Group II, Inc., a
Colorado corporation doing business as
Oakwood Homes

By: [Signature]
Name: Troy Turner
Title: VP Finance

STATE OF UTAH)

ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 10th day of July, 2018 by Troy Turner as the Vice President & Finance of Clayton Properties Group II, Inc.

[Signature]
Notary Public



CONSENTED TO, by the Founder on this 16th day of JULY, 2018

FOUNDER

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: [Signature]

Name: TY MCCUTCHEON

Title: PRESIDENT & CEO

STATE OF UTAH)

ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 16 day of July, 2018 by Ty McCutcheon as the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.



[Signature]
Notary Public

EXHIBIT A

(Property Description and Parcel Numbers)

Lot 100, DAYBREAK VILLAGE 7 SUBDIVISION AMENDED, Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

LESS & EXCEPTING therefrom that portion of said Lot 100 lying within the bounds of Daybreak Village 7 Plat 1 Subdivision as recorded November 8, 2017 as Entry No. 12654610 in Book 2017P of Plats at Page 308 of Official Records.

Parcel Nos. 26-23-332-002 & 26-23-333-013

ALSO:

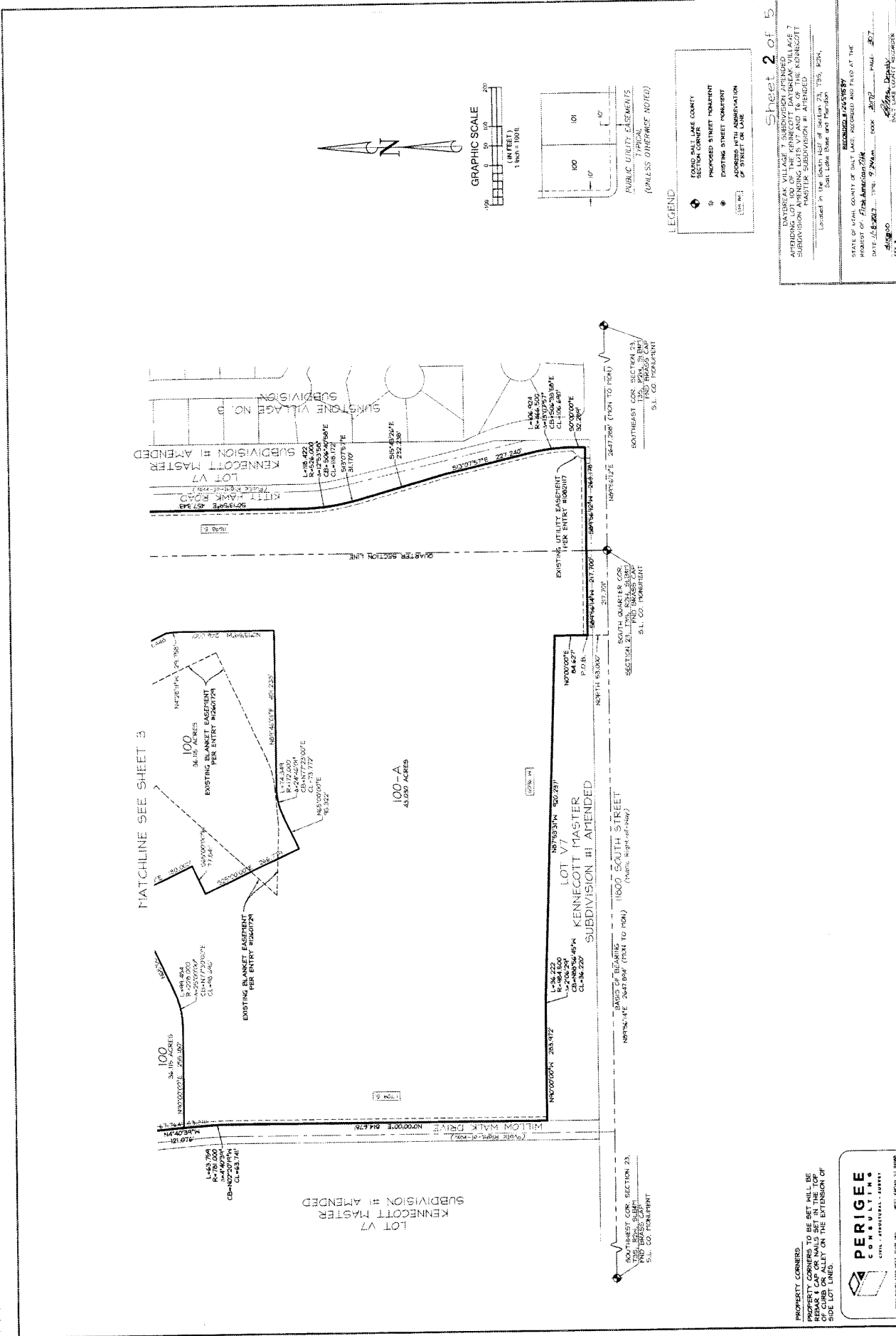
All of DAYBREAK VILLAGE 7 PLAT 1 SUBDIVISION, Amending Lot 100 of the Daybreak Village 7 Subdivision Amended, Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at a Southerly Corner of Lot 100 of the Daybreak Village 7 Subdivision Amended Amending Lot 100 of the Kennecott Daybreak Village 7 Subdivision Amending Lots V7 and T6 of the Kennecott Master Subdivision #1 Amended said point lies South 89°56'14" West 752.526 feet along the Section Line and North 800.676 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along the boundary of said Lot 100 the following (3) courses: 1) North 25°00'00" West 266.779 feet; 2) North 65°00'00" East 77.841 feet; 2) North 25°00'00" West 236.000 feet; thence North 65°00'00" East 204.954 feet; thence North 25°00'00" West 472.000 feet; thence North 27°21'26" West 84.160 feet; thence South 62°38'34" West 99.897 feet; thence South 65°00'00" West 16.725 feet; thence North 25°00'00" West 111.321 feet; thence South 62°38'34" West 31.000 feet; thence South 77°49'36" West 71.165 feet to a Northerly Line of said Lot 100 and a point on a 329.000 foot radius tangent curve to the left, (radius bears North 12°10'22" West); thence along said Northerly Line the following (4) courses: 1) along the arc of said curve 216.516 feet through a central angle of 37°42'23"; 2) North 40°07'15" East 430.230 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 49°52'45" East); 3) along the arc of said curve 67.186 feet through a central angle of 19°14'51"; 4) North 59°22'05" East 32.532 feet; thence South 30°37'55" East 49.889 feet; thence North 59°22'05" East 20.000 feet; thence South 30°37'55" East 45.111 feet; thence South 24°42'20" East 95.510 feet; thence North 59°22'05" East 4.526 feet; thence South 30°37'55" East 56.000 feet; thence South 25°00'00" East 180.873 feet; thence South 30°37'55" East 49.889 feet to a Southerly Line of said Lot 100; thence along said Southerly Line the following (11) courses: 1) South 59°22'05" West 5.523 feet; 2) South 25°00'00" East 251.443 feet; 3) South 65°00'00" West 236.000 feet; 4) South 25°00'00" East 406.000 feet; 5) North 65°00'00" East 79.406 feet; 6) South 25°00'00" East 199.448 feet; 7) South 04°28'11" East 29.755 feet; 8) South 00°13'59" East 246.000 feet; 9) South 89°46'01" West 401.238 feet to a point on a 172.000 foot radius tangent curve to the left, (radius bears South 00°13'59" East); 10) along the arc of said curve 74.349 feet through a central angle of 24°46'01"; 11) South 65°00'00" West 93.322 feet to the point of beginning.

Parcel Nos. 26-23-332-003 through 26-23-332-009, inclusive; and 26-23-333-001 through 26-23-333-012, inclusive; and 26-23-334-001 through 26-23-334-006, inclusive; and 26-23-335-001 through 26-23-335-003, inclusive; and 26-23-336-001 through 26-23-336-003, inclusive; and 26-23-337-001 through 26-23-337-003, inclusive; and 26-23-338-001 through 26-23-338-010, inclusive; and 26-23-339-001 through 26-23-339-006, inclusive; and 26-23-340-001 through 26-23-340-006, inclusive; and 26-23-377-001 through 26-23-377-008, inclusive; and 26-23-378-001 through 26-23-378-004, inclusive; and 26-23-379-001 through 26-23-379-005; and 26-23-380-001.

EXHIBIT B

(Plat Map)



Sheet 2 of 5

DATABREAK VILLAGE 7 SUBDIVISION AMENDED
 APPLICING LOT 100 ON THE EAST SIDE OF THE SECTION 23, T13N, R23E, S11E, KENNESCOTT MASTER SUBDIVISION #1 AMENDED AND LOT 101 OF THE KENNESCOTT MASTER SUBDIVISION #1 AMENDED
 Located in the South Half of Section 23, T13N, R23E, S11E, K23

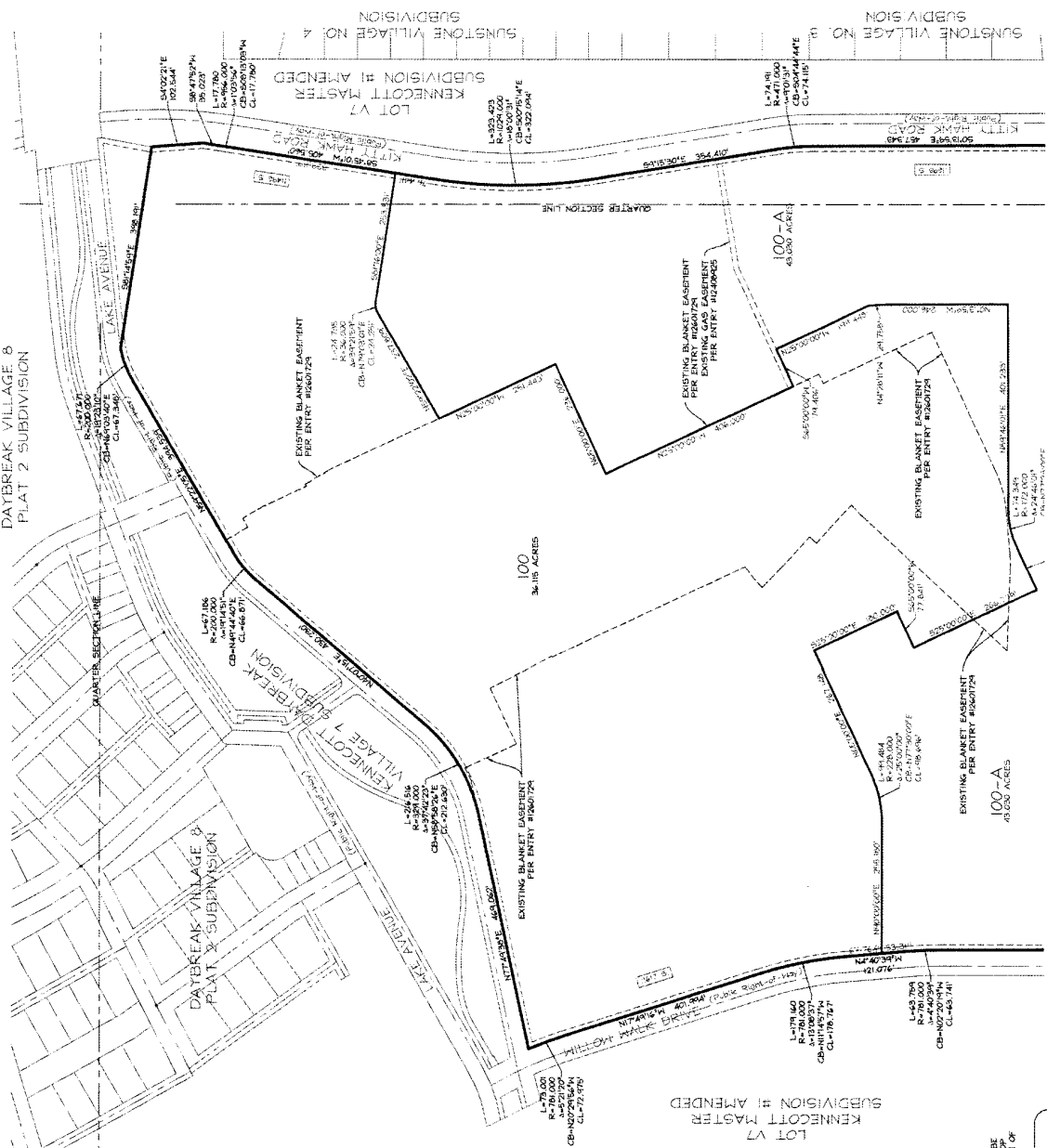
STATE OF UTAH COUNTY OF SALT LAKE RECORDED AND FILED AT THE
 OFFICE OF THE COUNTY CLERK
 DATE: 04-22-2017 TIME: 9:24am BOOK: 2872 PAGE: 367
 BY: [Signature] DEPUTY
 SALT LAKE COUNTY RECORDS

PROPERTY CORNERS
 PROPERTY CORNERS TO BE SET SHALL BE
 REMARK & CAP OR NAILS SET IN THE TOP
 OF EACH CORNER OR NAIL SET ON THE EXTENSION OF
 SIDE LOT LINES.

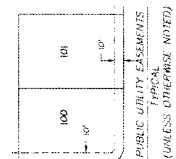
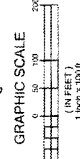
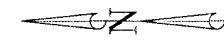
PERIGE CONSULTING
 CIVIL - SURVEYING - UTILITY

1000 SOUTH MOORE AVENUE SUITE 100
 WEST VALLEY CITY, UTAH 84119
 (801) 225-1111

DAYBREAK VILLAGE 8
PLAT 2 SUBDIVISION



MATCHLINE SEE SHEET 2



- LEGEND
- ◻ FOUND PAST LAKE COUNTY SECTION CORNER
 - PROPOSED STREET PUREMENT
 - ⊙ EXISTING STREET PUREMENT
 - ⊖ APPOINTED WITH ASSURPTION
 - ⊕ UNASSIGNED WITH ASSURPTION
- PUBLIC UTILITY EASEMENTS
TYPICAL
(UNLESS OTHERWISE NOTED)

Sheet 3 of 5

DAYBREAK VILLAGE 8 SUBDIVISION APPROVED
BY THE BOARD OF SUPERVISORS OF THE COUNTY OF
SUNSHINE AND THE TOWNSHIP OF THE CONNECTICUT
MASTER SUBDIVISION #1 ATTENDED

Located in the South-East of Section 23, T23N, R20W,
5th, Lake Erie and Pennington

RECORDED IN 24697W
STATE OF OHIO COUNTY OF HALL LAKE RECORDED AND FILED AT THE
REGISTER OF DEEDS' OFFICE
DATE 12/20/2017 BY 9:34 AM BOOK 2017 PAGE 387

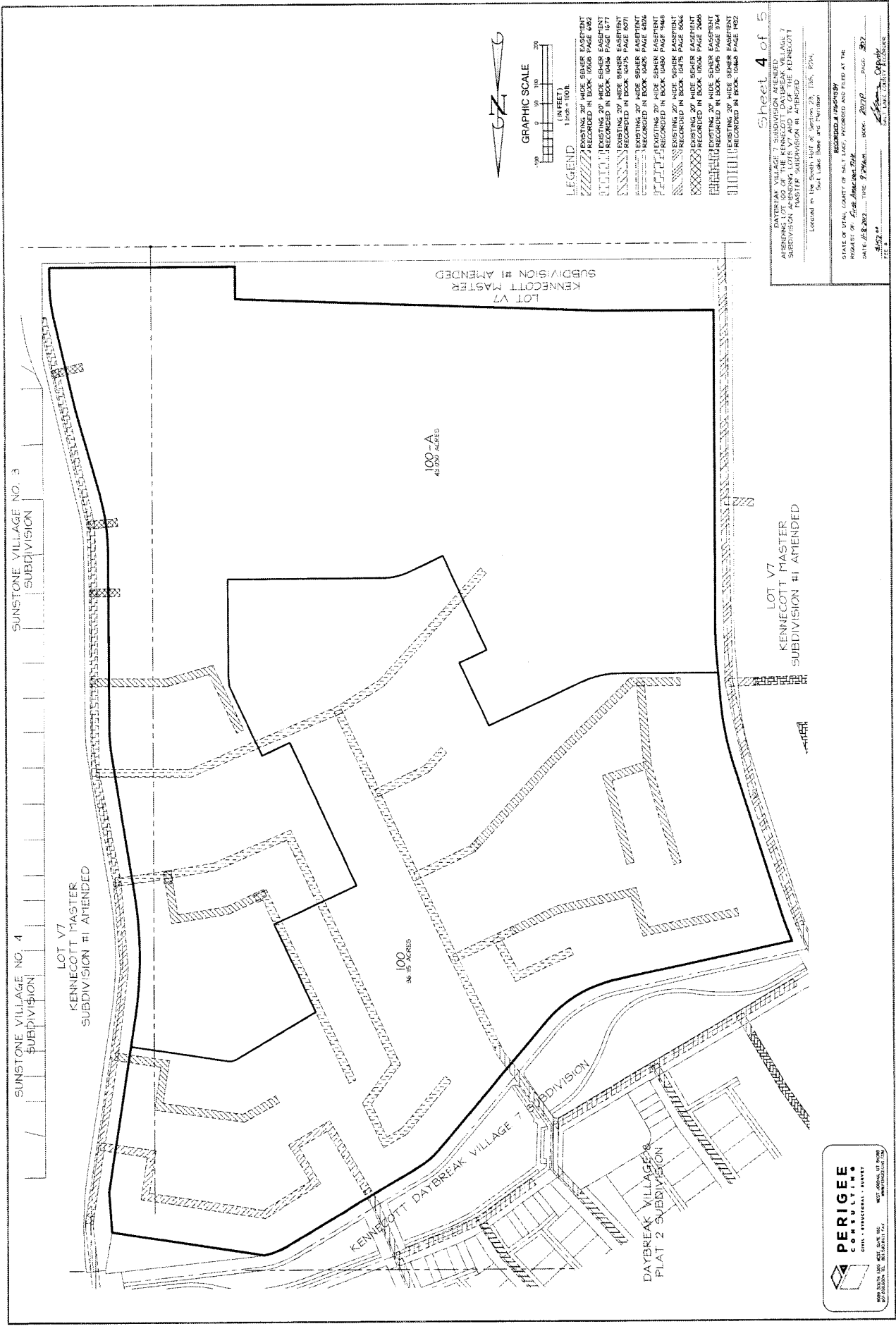
55240
DATE 12/20/2017 BY 9:34 AM
10/15/2017

PROPERTY CORNERS
PROPERTY CORNERS TO BE SET WILL BE
INDICATED BY A DOTTED LINE
OR CURB OR ALLEY ON THE EXTENSION OF
SIDE LOT LINES.

PERIGEE
CONSULTING

CIVIL • SURVEYING • ENERGY

5000 ROCKY HILL, SUITE 100
ROCKY HILL, OHIO 43084-1144
WWW.PERIGEECONSULTING.COM



GRAPHIC SCALE
 1" = 100'

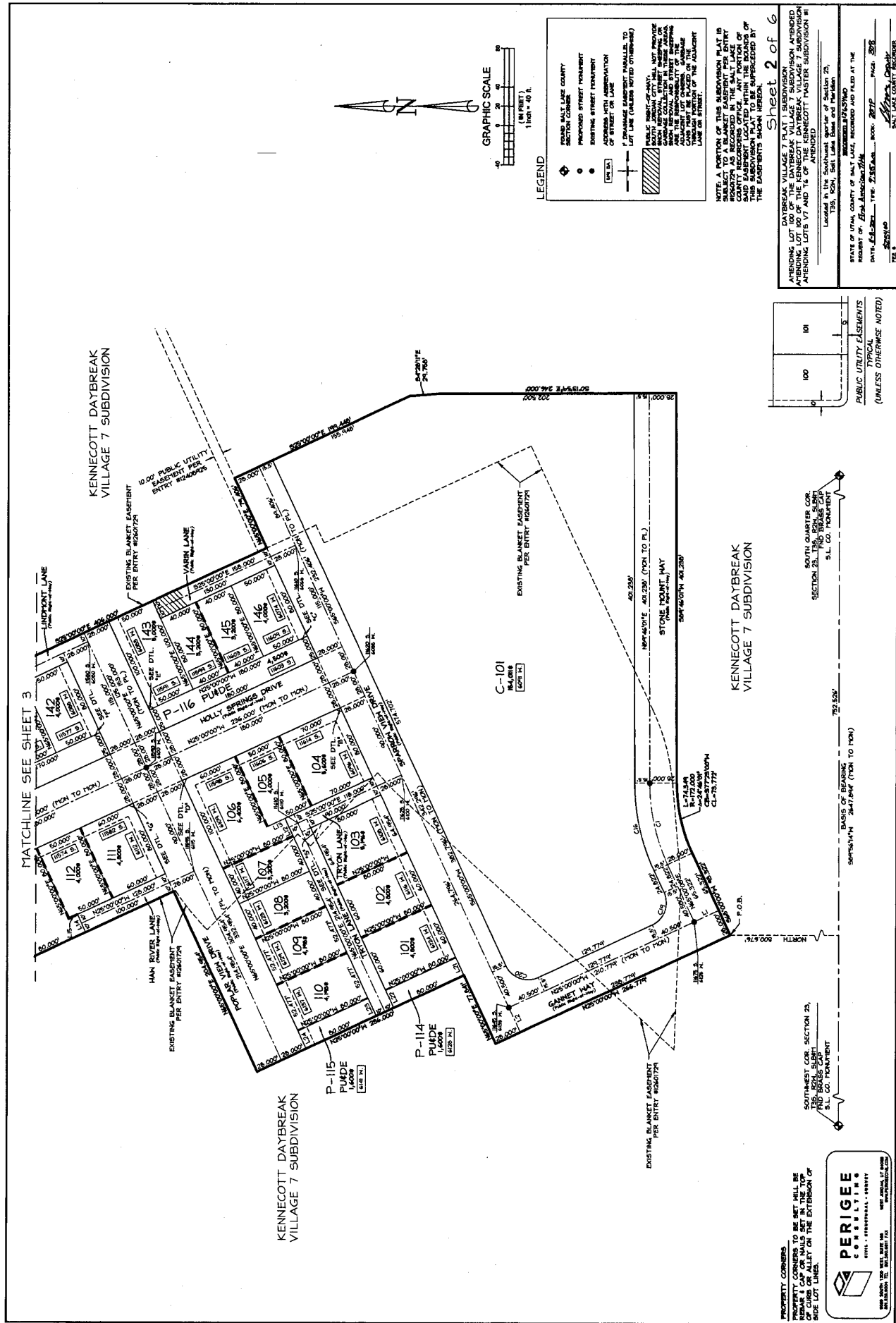
LEGEND

- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10066 PAGE 482
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10048 PAGE 1077

Sheet 4 of 5
 DAYBREAK VILLAGE 7 SUBDIVISION ATTENDED
 ATTENDING LOT 100 OF THE KENNECOTT DAYBREAK VILLAGE 7
 SUBDIVISION MASTER SUBDIVISION #1 ATTENDED
 Licensed to the State of Utah by Sections 33, 33b, 33c, 33d,
 33e, 33f, Utah Code, Title 33, Chapter 3, Part 1, 2004

STATE OF UTAH DEPARTMENT OF HERITAGE AND ARTS
 DIVISION OF LAND MANAGEMENT
 REGISTERED PROFESSIONAL SURVEYOR
 DATE: 8-8-2022 THE 9:30AM BOOK: 2017 PAGE: 312
 5492
 STATE OF UTAH DEPARTMENT OF HERITAGE AND ARTS
 DIVISION OF LAND MANAGEMENT
 REGISTERED PROFESSIONAL SURVEYOR
 DATE: 8-8-2022 THE 9:30AM BOOK: 2017 PAGE: 312
 5492

PERIGEE
 CONSULTING
 CIVIL - STRUCTURAL - SURVEY
 8000 SOUTH 1400 WEST, SUITE 100, WEST VALLEY, UT 84113
 (801) 963-1234 FAX: (801) 963-1235
 WWW.PERIGEECONSULTING.COM



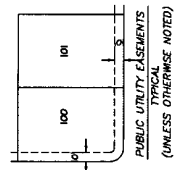
Sheet 2 of 6

NOTE: A PORTION OF THIS SUBDIVISION PLAT IS SUBJECT TO A BLANKET EASEMENT PER ENTRY MONUMENT FOR THE FUTURE STREET, THE KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION, ATTENDING LOTS V7 AND 7A OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION IN THE EAST 1/4 OF SECTION 23, T4N, R12E, S11W, MONTANA. THIS SUBDIVISION PLAT TO BE SUPERSEDED BY THE EASEMENTS SHOWN HEREON.

Locales in the Southeast Quarter of Section 23, T4N, R12E, S11W, MONTANA, RECORDED 8/25/2010.

STATE OF MONTANA, COUNTY OF HOLT LANE, RECORDED AND FILED AT THE COUNTY RECORDS OFFICE, BUTTE, MONTANA, DATE 10/26/2010, BY: *[Signature]* PERGEE & ASSOCIATES, INC. 2/3/2010, BOOK: 2877, PAGE: 288.

PERGEE & ASSOCIATES, INC. BUTTE, MONTANA
 PERGEE & ASSOCIATES, INC. BUTTE, MONTANA
 PERGEE & ASSOCIATES, INC. BUTTE, MONTANA



SOUTH QUARTER COR. SECTION 23, T4N, R12E, S11W, MONTANA, BASIS OF BEARING AND DISTANCE.

S.1. CO. MONUMENT

793.55'

80°14'N 247.64' (TON TO MON)

STONE MOUNT WAY

401.23W (MON TO PL.)

504°20'14" 401.23W

793.55'

80°14'N 247.64' (TON TO MON)

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

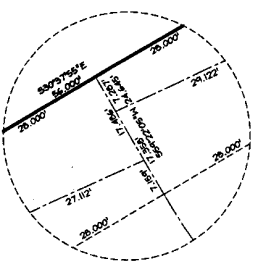
EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

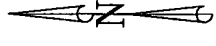
EXISTING BLANKET EASEMENT PER ENTRY MONUMENT

PROPERTY CORNERS TO BE SET WILL BE THE CORNERS OF ALL LOTS ON THE EXTENSION OF SIDE LOT LINES.

PERGEE & ASSOCIATES, INC.
 CIVIL - SURVEYING - PARTY
 1000 WEST MAIN STREET
 BUTTE, MONTANA 59701-1000
 PHONE: 406.247.1111 FAX: 406.247.1112



DETAIL 'A'
SCALE: 1" = 40'-0"



- LEGEND**
- ◆ BOUND MALT LAKE COUNTY SECTION CORNER
 - PROPOSED STREET POINTMENT
 - EXISTING STREET POINTMENT
 - ADDRESS WITH AMBIGUATION OF STREET OR LANE
 - CUT LANE (LINES NOTED OTHERWISE)
 - ▨ PUBLIC UTILITY EASEMENT

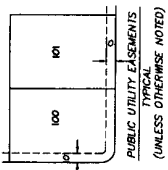
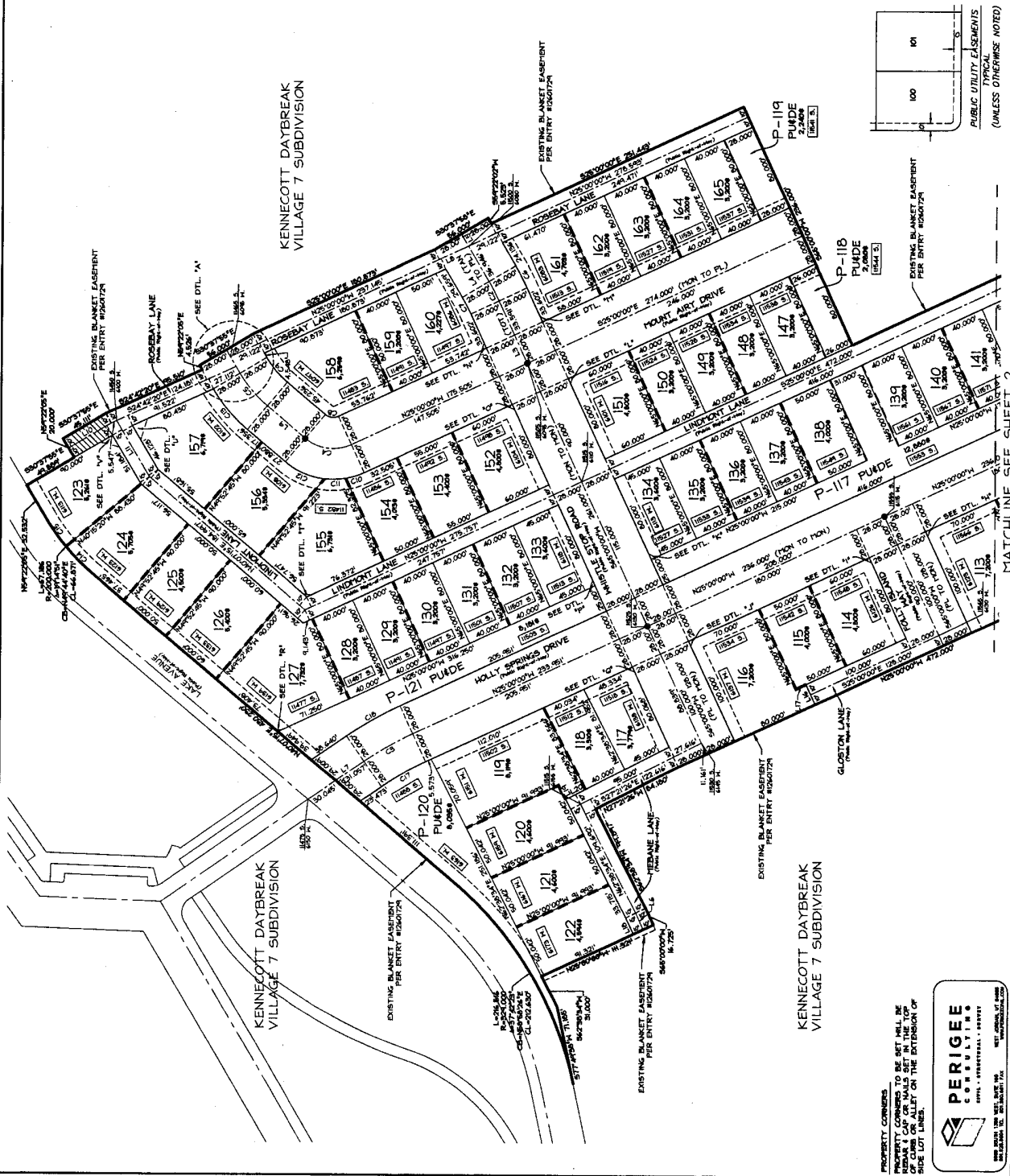
NOTE: A PORTION OF THIS SUBDIVISION PLAT IS SUBJECT TO RECORDS IN THE MALT LAKE COUNTY REGISTERED OFFICE. ANY PORTION OF THIS SUBDIVISION PLAT TO BE SUPERSEDED BY THE EASEMENTS SHOWN HEREIN.

Sheet 3 of 6

DAYBREAK VILLAGE 7 PLAT I SUBDIVISION
 DAYBREAK VILLAGE 7 PLAT II SUBDIVISION
 ATTENDING LOT 100 OF THE EDWARDS DAYBREAK VILLAGE 7
 ATTENDING LOTS V7 AND 76 OF THE KENNECOTT MASTER SUBDIVISION #1
 AMENDED

Located in the Southeast quarter of Section 23,
 T12S, R23E, M12W, Kalamazoo County, Michigan

STATE OF MICHIGAN COUNTY OF MALT LAKE, REGISTERED AND FILED AT THE
 REGISTERED OFFICE OF
 DATE: J.L.P. 2013 BY: J.S. 2013
 J.S. 2013
 MALT LAKE COUNTY REGISTER

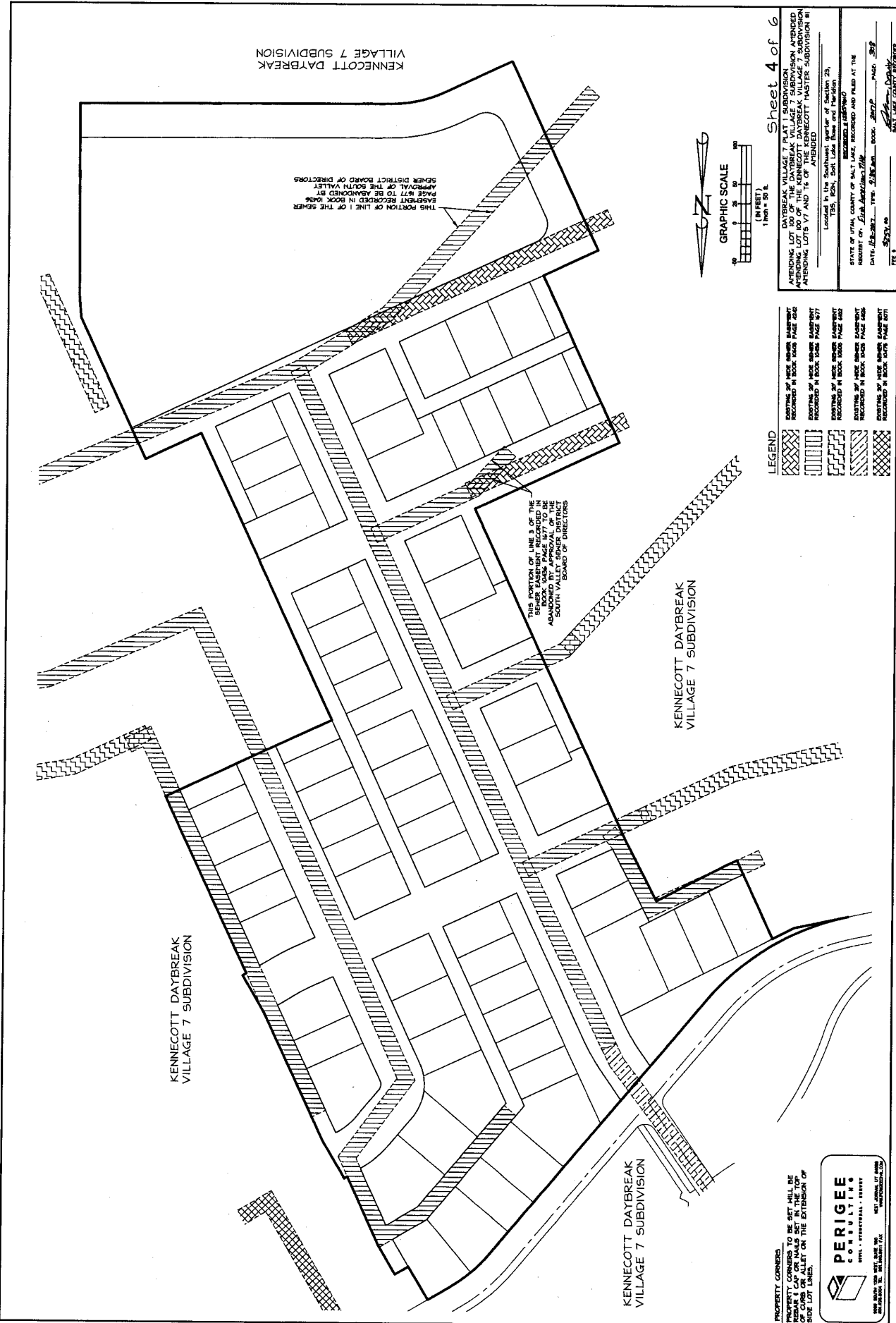


MATCHLINE SEE SHEET 2

PROPERTY CORNERS
 BE SET BY THE
 RECORDING OFFICE
 OF COURSE OR ALLEY ON THE EXTENSION OF
 SIDE LOT LINES.

PERIGEE CONSULTING
 CIVIL • SURVEYING • ENVIRONMENTAL • ENERGY

1000 WEST 10TH STREET, SUITE 100
 KALAMAZOO, MI 49001-1000
 TEL: 268-1000 FAX: 268-1001



Sheet 4 of 6

ASSUMING LOT 10 OF THE KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION ATTENDING LOT 10 OF THE KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION ATTENDING LOTS 17 AND 16 OF THE KENNECOTT MASTER SUBDIVISION IS ABANDONED

Located in the Southwest Quarter of Section 29, T25S, R25E, S14W, Salt Lake County, Utah

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: *Perigee Consulting, Inc.*

DATE: 11-2-2023 FILE: *JUNE 2023* BOOK: *2872 P* PAGE: *397*

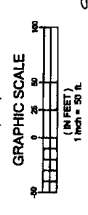
PREPARED BY: *Perigee Consulting, Inc.*

FILE # *2023-08*

SALT LAKE COUNTY RECORDER

LEGEND

	BOOTHING OF WIDE WAREHOUSE EASEMENT RECORDED IN BOOK 1048 PAGE 826
	BOOTHING OF WIDE WAREHOUSE EASEMENT RECORDED IN BOOK 1048 PAGE 877
	BOOTHING OF WIDE WAREHOUSE EASEMENT RECORDED IN BOOK 1048 PAGE 848
	BOOTHING OF WIDE WAREHOUSE EASEMENT RECORDED IN BOOK 1048 PAGE 848
	BOOTHING OF WIDE WAREHOUSE EASEMENT RECORDED IN BOOK 1048 PAGE 877



KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION

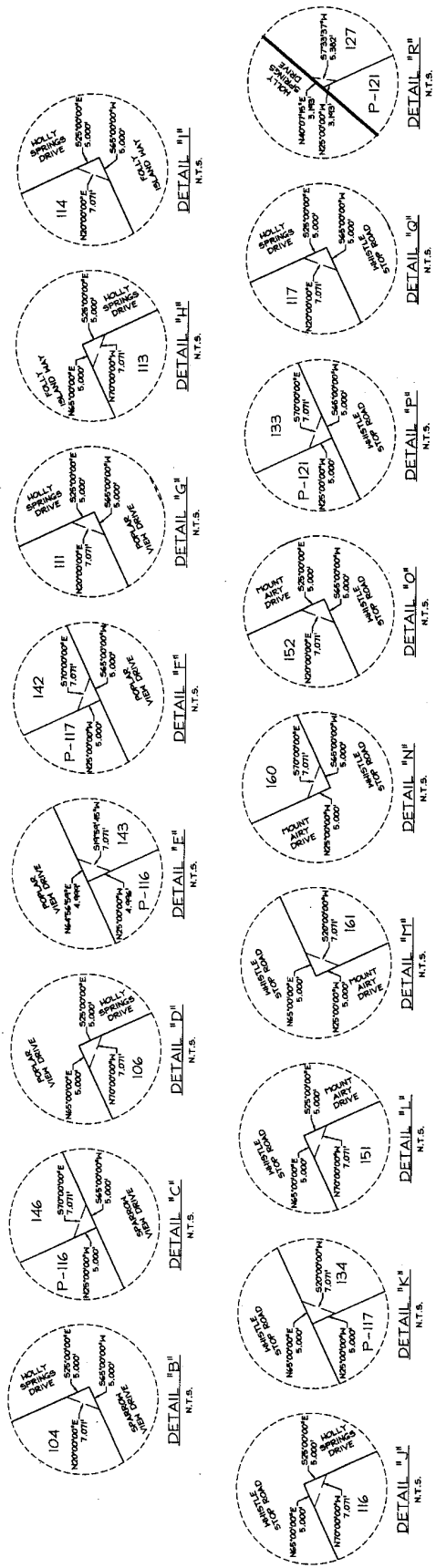
KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION

KENNECOTT DAYBREAK VILLAGE 7 SUBDIVISION

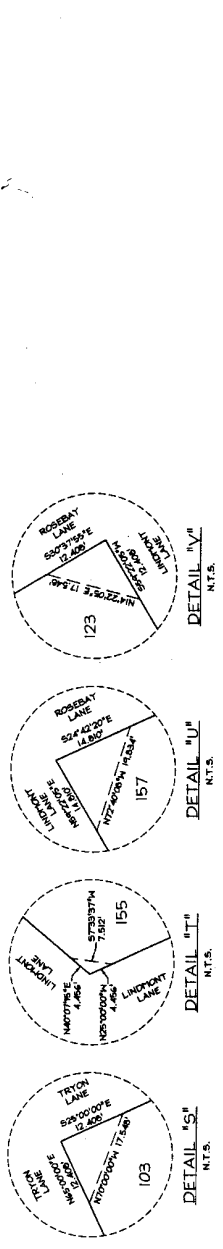
PROPERTY CONSIDERS PROPERTY CONSIDERS TO BE SET SHALL BE REBAR & CAP OR NAILS SET IN THE TOP SIX INCHES.

PERIGEE CONSULTING
 8000 SOUTH 1000 WEST, SUITE 100
 WEST JORDAN, UT 84062
 801-488-7700
 WWW.PERIGEECONSULTING.COM

SIDEWALK EASEMENTS
 DETAILS 'B' THROUGH 'M' - SIDEWALK EASEMENTS FOR HANDICAP RAMP TO BE MAINTAINED BY SOUTH JORDAN CITY



ACCESS EASEMENTS - LANES
 DETAILS 'N' THROUGH 'V' - ACCESS EASEMENTS FOR LANES TO BE MAINTAINED BY SOUTH JORDAN CITY



Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	84.463	200.000	024°46'01"	S77°23'00"E	95.781
C2	19.442	200.000	008°23'56"	N62°10'0"E	19.655
C3	50.922	300.000	007°43'37"	N07°51'46"E	50.864
C4	44.326	30.000	045°07'15"	S07°33'37"E	41.974
C5	36.632	15.000	091°41'48"	S49°44'46"E	36.461
C6	22.465	28.000	005°37'53"	S62°10'56"E	22.466
C7	16.410	117.000	025°31'55"	N62°10'0"E	16.425
C8	24.226	87.000	091°14'11"	S49°44'46"E	24.094
C9	17.700	67.000	087°00'02"	N07°25'54"E	17.649
C10	18.185	67.000	06°20'25"	N07°41'35"E	18.043
C11	35.342	67.000	033°30'37"	N23°17'42"E	36.774
C12	46.044	145.000	091°35'07"	N49°44'46"E	47.824
C13	33.185	200.000	007°31'56"	S49°43'37"E	33.164
C14	33.185	200.000	007°31'56"	S49°43'37"E	33.164
C15	15.153	25.500	024°46'01"	N77°23'00"E	15.249
C16	44.170	272.000	007°43'37"	N07°51'46"E	44.114
C17	156.675	326.000	007°43'37"	S07°51'46"E	156.608
C18	34.270	25.000	090°00'00"	S70°00'00"E	36.395
C19	34.270	25.000	090°00'00"	S00°00'00"E	36.395

Line #	Length	Direction
L1	20.000	N25°00'00"E
L2	20.000	S45°00'00"E
L3	20.000	N45°00'00"E
L4	20.000	S45°00'00"E

Line #	Length	Direction
L1	20.000	N25°00'00"E
L2	20.000	S45°00'00"E
L3	20.000	N45°00'00"E
L4	20.000	S45°00'00"E
L5	20.000	N25°00'00"E
L6	20.000	S45°00'00"E
L7	20.000	N45°00'00"E
L8	20.000	S45°00'00"E
L9	20.000	N25°00'00"E
L10	20.000	S45°00'00"E
L11	20.000	N45°00'00"E
L12	20.000	S45°00'00"E
L13	20.000	N25°00'00"E
L14	20.000	S45°00'00"E
L15	20.000	N45°00'00"E
L16	20.000	S45°00'00"E
L17	10.000	N25°00'00"E
L18	10.000	S45°00'00"E
L19	14.141	S63°46'14"E
L20	20.000	S07°18'46"E

DATABREAK VILLAGE 7, PLAT 1, SUBDIVISION ATTENDING LOT 100 OF THE KENNEDOTT DATABREAK VILLAGE 7, SUBDIVISION ATTENDING LOTS V7 AND V6 OF THE KENNEDOTT MASTER SUBDIVISION #1
 ATTENDING LOTS V7 AND V6 OF THE KENNEDOTT MASTER SUBDIVISION #1
 Located in the South Jordan City of Salt Lake County, Utah.
 STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
 RECORDS OFFICE OF SALT LAKE COUNTY, UTAH
 DATE: 03-28-2017 TIME: 12:55:45 PM. BOOK: 2977 PAGE: 357
 PERIGEE CONSULTING ENGINEERS, INC. SALT LAKE COUNTY RECORDER



PLAT NUMBER	DATBREAK PARK LOT AREA	DATBREAK OPEN SPACE LOT AREA	COLLECTOR STREET PARK STRIP AREA	PARK AREA DEDICATED TO CITY	OPEN SPACE AREA DEDICATED TO CITY	TOTAL	NUMBER OF LOTS	LINEAR FOOTAGE
Δ PLAT 1	0	0	0	0	0	0	0	0
Δ PLAT 2	0	0	0	0	0	0	0	0
Δ PLAT 3	0	0	0	0	0	0	0	0
Δ PLAT 4	0	0	0	0	0	0	0	0
Δ PLAT 5	0	0	0	0	0	0	0	0
Δ PLAT 6	0	0	0	0	0	0	0	0
Δ PLAT 7	0	0	0	0	0	0	0	0
Δ PLAT 8	0	0	0	0	0	0	0	0
Δ PLAT 9	0	0	0	0	0	0	0	0
Δ PLAT 10	0	0	0	0	0	0	0	0
Δ PLAT 11	0	0	0	0	0	0	0	0
Δ PLAT 12	0	0	0	0	0	0	0	0
Δ PLAT 13	0	0	0	0	0	0	0	0
Δ PLAT 14	0	0	0	0	0	0	0	0
Δ PLAT 15	0	0	0	0	0	0	0	0
Δ PLAT 16	0	0	0	0	0	0	0	0
Δ PLAT 17	0	0	0	0	0	0	0	0
Δ PLAT 18	0	0	0	0	0	0	0	0
Δ PLAT 19	0	0	0	0	0	0	0	0
Δ PLAT 20	0	0	0	0	0	0	0	0
Δ PLAT 21	0	0	0	0	0	0	0	0
Δ PLAT 22	0	0	0	0	0	0	0	0
Δ PLAT 23	0	0	0	0	0	0	0	0
Δ PLAT 24	0	0	0	0	0	0	0	0
Δ PLAT 25	0	0	0	0	0	0	0	0
Δ PLAT 26	0	0	0	0	0	0	0	0
Δ PLAT 27	0	0	0	0	0	0	0	0
Δ PLAT 28	0	0	0	0	0	0	0	0
Δ PLAT 29	0	0	0	0	0	0	0	0
Δ PLAT 30	0	0	0	0	0	0	0	0
Δ PLAT 31	0	0	0	0	0	0	0	0
Δ PLAT 32	0	0	0	0	0	0	0	0
Δ PLAT 33	0	0	0	0	0	0	0	0
Δ PLAT 34	0	0	0	0	0	0	0	0
Δ PLAT 35	0	0	0	0	0	0	0	0
Δ PLAT 36	0	0	0	0	0	0	0	0
Δ PLAT 37	0	0	0	0	0	0	0	0
Δ PLAT 38	0	0	0	0	0	0	0	0
Δ PLAT 39	0	0	0	0	0	0	0	0
Δ PLAT 40	0	0	0	0	0	0	0	0
Δ PLAT 41	0	0	0	0	0	0	0	0
Δ PLAT 42	0	0	0	0	0	0	0	0
Δ PLAT 43	0	0	0	0	0	0	0	0
Δ PLAT 44	0	0	0	0	0	0	0	0
Δ PLAT 45	0	0	0	0	0	0	0	0
Δ PLAT 46	0	0	0	0	0	0	0	0
Δ PLAT 47	0	0	0	0	0	0	0	0
Δ PLAT 48	0	0	0	0	0	0	0	0
Δ PLAT 49	0	0	0	0	0	0	0	0
Δ PLAT 50	0	0	0	0	0	0	0	0
Δ PLAT 51	0	0	0	0	0	0	0	0
Δ PLAT 52	0	0	0	0	0	0	0	0
Δ PLAT 53	0	0	0	0	0	0	0	0
Δ PLAT 54	0	0	0	0	0	0	0	0
Δ PLAT 55	0	0	0	0	0	0	0	0
Δ PLAT 56	0	0	0	0	0	0	0	0
Δ PLAT 57	0	0	0	0	0	0	0	0
Δ PLAT 58	0	0	0	0	0	0	0	0
Δ PLAT 59	0	0	0	0	0	0	0	0
Δ PLAT 60	0	0	0	0	0	0	0	0
Δ PLAT 61	0	0	0	0	0	0	0	0
Δ PLAT 62	0	0	0	0	0	0	0	0
Δ PLAT 63	0	0	0	0	0	0	0	0
Δ PLAT 64	0	0	0	0	0	0	0	0
Δ PLAT 65	0	0	0	0	0	0	0	0
Δ PLAT 66	0	0	0	0	0	0	0	0
Δ PLAT 67	0	0	0	0	0	0	0	0
Δ PLAT 68	0	0	0	0	0	0	0	0
Δ PLAT 69	0	0	0	0	0	0	0	0
Δ PLAT 70	0	0	0	0	0	0	0	0
Δ PLAT 71	0	0	0	0	0	0	0	0
Δ PLAT 72	0	0	0	0	0	0	0	0
Δ PLAT 73	0	0	0	0	0	0	0	0
Δ PLAT 74	0	0	0	0	0	0	0	0
Δ PLAT 75	0	0	0	0	0	0	0	0
Δ PLAT 76	0	0	0	0	0	0	0	0
Δ PLAT 77	0	0	0	0	0	0	0	0
Δ PLAT 78	0	0	0	0	0	0	0	0
Δ PLAT 79	0	0	0	0	0	0	0	0
Δ PLAT 80	0	0	0	0	0	0	0	0
Δ PLAT 81	0	0	0	0	0	0	0	0
Δ PLAT 82	0	0	0	0	0	0	0	0
Δ PLAT 83	0	0	0	0	0	0	0	0
Δ PLAT 84	0	0	0	0	0	0	0	0
Δ PLAT 85	0	0	0	0	0	0	0	0
Δ PLAT 86	0	0	0	0	0	0	0	0
Δ PLAT 87	0	0	0	0	0	0	0	0
Δ PLAT 88	0	0	0	0	0	0	0	0
Δ PLAT 89	0	0	0	0	0	0	0	0
Δ PLAT 90	0	0	0	0	0	0	0	0
Δ PLAT 91	0	0	0	0	0	0	0	0
Δ PLAT 92	0	0	0	0	0	0	0	0
Δ PLAT 93	0	0	0	0	0	0	0	0
Δ PLAT 94	0	0	0	0	0	0	0	0
Δ PLAT 95	0	0	0	0	0	0	0	0
Δ PLAT 96	0	0	0	0	0	0	0	0
Δ PLAT 97	0	0	0	0	0	0	0	0
Δ PLAT 98	0	0	0	0	0	0	0	0
Δ PLAT 99	0	0	0	0	0	0	0	0
Δ PLAT 100	0	0	0	0	0	0	0	0

INFORMATION COPIED BY ADDING ACRES ON A FINAL PLAT PREPARED BY STATTEC.

THESE PLATS WERE NOT ADDED IN THE TOTAL COLUMN AT THE BOTTOM OF THE TABLE AND THE ACRES WERE ADDED TO THE TOTAL AT THE BOTTOM OF THE TABLE.

THESE PLATS WERE NOT ADDED IN THE TOTAL COLUMN AT THE BOTTOM OF THE TABLE AND THE ACRES WERE ADDED TO THE TOTAL AT THE BOTTOM OF THE TABLE.

INFORMATION SHOWN ON A FINAL PLAT PREPARED BY DOTY, ENGINEERING AND SURVEYING.

THIS PLAT VACATED (5) P-LOTS WHICH WERE SUBTRACT FROM THE TOTAL.

THESE PLATS WERE NOT ADDED IN THE TOTAL COLUMN AT THE BOTTOM OF THE TABLE AND THE ACRES WERE ADDED TO THE TOTAL AT THE BOTTOM OF THE TABLE.

THESE NUMBERS ARE CORRECTED FROM THE ORIGINAL PLAT AND RECORDED PLAT.

Sheet 6 of 6

DATBREAK VILLAGE 7 PLAT 1 SUBDIVISION

ATTENDING LOT NO. OF THE DATBREAK VILLAGE 7 SUBDIVISION ATTENDING LOT NO. OF THE DATBREAK VILLAGE 7 SUBDIVISION ATTENDING LOTS V7 AND 14 OF THE KENNEDY PASTER SUBDIVISION #1

Located in the Southwest quarter of Section 23, Township 10N, Range 10E, Meridian 10W, Salt Lake County, Utah.

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF LAND RECORDS, SALT LAKE CITY, UTAH, ON 11/11/2011, 1:53 PM, BOOK 2012, PAGE 837.

PERIGE CONSULTING

10711 UNIVERSITY AVENUE, SUITE 200, SALT LAKE CITY, UTAH 84123

PERIGE CONSULTING

10711 UNIVERSITY AVENUE, SUITE 200, SALT LAKE CITY, UTAH 84123

EXHIBIT C

(Association Bylaws)

When Recorded Return To:
Springhouse Village Homeowners Association
206 E. Winchester Street
Murray, Utah 84107

**BYLAWS OF THE
SPRINGHOUSE VILLAGE HOMEOWNERS ASSOCIATION**

ARTICLE I

1.1 Name and Location. The name of the corporation is Springhouse Village Homeowners Association, hereinafter referred to as the “**Association.**” The principal office of the Association shall be located at 13894 South Bangerter Parkway, Suite 200, Draper, Utah 84020 (or at such other location as the Board may designate), but meetings of Owners and Board Members may be held at such other places within or without the State of Utah as may be designated by the Board.

ARTICLE II
DEFINITIONS

2.1 “Association” means the Springhouse Village Homeowners Association, a non-profit corporation and its successors and assigns.

2.2 “Association Act” means the Community Association Act, Utah Code § 57-8a-101, *et seq.*

2.3 “Board” means the Board of Directors of the Association, with all powers as stated in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

2.4 “Bylaws” means these *Bylaws of the Springhouse Village Homeowners Association*, as the same may be amended from time to time in accordance with their terms and provisions.

2.5 “Declarant” means the Declarant identified in the Declaration and any successor to whom the rights, privileges, and obligations of the Declarant are assigned.

2.6 “Declaration” means the *Declaration of Covenants, Conditions, and Restrictions for Springhouse Village Neighborhood*, filed of record in the Salt Lake County Recorder’s Office in the State of Utah, as the Declaration may be amended from time to time in accordance with its terms and provisions. These Bylaws shall be recorded against the same property encumbered by the Declaration.

2.7 “Director” means an individual who is a member of the Board.

2.8 "Lot" means the individually subdivided and numbered residential parcels identified on the Plat Map identified in the Declaration, and any amendments thereto.

2.9 "Master Declaration" means, collectively: (i) the *Community Charter for Daybreak*, recorded on February 27, 2004, as Entry 8989518, and as amended by: (a) that certain *Amendment No. 1 to Community Charter for Daybreak*, recorded on August 26, 2004, as Entry No. 9156782; (b) that certain *Amendment No. 2 to Community Charter for Daybreak*, recorded on October 10, 2005, as Entry No. 9528104; (c) that certain *Amendment No. 3 to Community Charter for Daybreak*, recorded on March 13, 2007, as Entry No. 10031889; (d) that certain *Amendment No. 4 to Community Charter for Daybreak*, recorded on March 2, 2010, as Entry No. 10907211; (e) that certain *Amendment No. 5 to Community Charter for Daybreak*, recorded on November 24, 2010, as Entry No. 11082445; (f) that certain *Amendment No. 6 to Community Charter for Daybreak*, recorded on July 1, 2016, as Entry No. 12312667; and (g) any other amendments and/or supplements before or hereafter executed and recorded against the Property as provided in the *Community Charter for Daybreak* (collectively, the "**Charter**"); and (ii) the *Covenant for Community for Daybreak*, recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at page 7722, as amended and/or supplemented from time to time (collectively, the "**Covenant**").

2.10 "Neighborhood" means the Springhouse Village neighborhood within the Daybreak community in South Jordan, Utah.

2.11 "Nonprofit Act" means the Utah Revised Nonprofit Act, Utah Code § 16-6a-101, *et seq.*, as amended.

2.12 "Period of Declarant's Control" means the time during which the Declarant retains the right to exercise administrative control of the Association and shall have the other rights and privileges as set forth in the Declaration. The Period of Declarant's Control shall continue until such time as Declarant sees fit to, by written notice, transfer administrative control of the Association to the Owners, but in no event shall the Period of Declarant's Control extend beyond the time which is one hundred twenty (120) days after one hundred percent (100%) of the Lots in the Neighborhood have been conveyed to individual residential purchasers.

2.13 "Property" means the real property, including the Neighborhood, which is encumbered and burdened by the Declaration and these Bylaws as identified in the Declaration.

2.14 All other capitalized terms used herein have the meanings stated elsewhere in these Bylaws or in the Declaration.

ARTICLE III MEMBERSHIP IN ASSOCIATION; VOTING; MEETING OF OWNERS

3.1 Membership in Association and Master Association. Declarant, so long as Declarant owns a Lot, and every Owner of a Lot shall be a member of the Association. Membership shall

be appurtenant to ownership of any Lot. Each Lot in the Neighborhood shall be entitled to one (1) vote. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Lot is owned by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. Ownership of a Lot within the Neighborhood cannot be separated from the Association membership appurtenant thereto, and any devise, conveyance or other disposition of a Lot shall constitute a devise, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. The foregoing is not intended to include conveyances made solely for the purpose of securing performance of an obligation. Each Owner shall also be a member of the Daybreak Community Association, Inc. ("**Master Association**").

3.2 Voting. Unless otherwise provided for herein, or required by the Declaration, all matters submitted to a vote shall be by a majority vote of all votes cast. Notwithstanding the foregoing, during the Period of Declarant's Control, Declarant may act in all Association matters with or without a vote of the Owners. To the extent any matters are submitted to a vote of the Owners during the Period of Declarant's Control shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Lot must be cast as one vote, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one (1) Owner the vote for the Lot shall be cast as such Owners decide among themselves. In the event such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Lot, the vote for that Lot shall be deemed void and shall not be counted.

3.3 Annual Meeting. During the Period of Declarant's Control, the annual meeting shall be held at a place and time determined by the Declarant. Thereafter, the annual meeting of the Association shall be held at a place and time determined by the Board. The Board may change the date of the annual meeting provided it gives reasonable advance notice to all Owners.

3.4 Special Meetings. During the Period of Declarant's Control, the Declarant shall have the sole right to call a special meeting. Thereafter, special meetings of the Association may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty-three percent (33%) of all of the total votes of the Association.

3.5 Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary / Treasurer or person authorized by the Board to call the meeting, by mailing a copy of such notice, postage prepaid, or by email, text or other mode of electronic or digital communication, to the extent not prohibited by law, at least ten (10) days, and

no more than sixty (60) days, before such meeting to each Owner entitled to vote, addressed to the Owner's address, email address, number for text, or other mode of electronic or digital communication last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, the purpose of the meeting. The President of the Association will chair meetings of the Owners. The presence of an Owner at a meeting shall be deemed to waive any objection such Owner has to the form and scope of the notice unless such Owner objects at the outset of the meeting.

3.6 Quorum. Except for meetings addressing an amendment of these Bylaws, an amendment of the Declaration, or other matters for which the affirmative votes of a certain percentage of Owners is required for approval, the Owners present in person or by proxy at a meeting of the Association shall constitute a quorum. Where a certain percentage of affirmative votes of Owners is required to approve an action and such action is to be discussed at the meeting, a quorum shall consist of not less than the number of affirmative votes required to approve such action.

3.7 Proxies. At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary / Treasurer or any professional manager the Association chooses to retain. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his or her Lot.

ARTICLE IV BOARD; SELECTION; TERM OF OFFICE

4.1 Number, Selection and Tenure. The Association will have not less than three (3) and not more than seven (7) Directors. Initially, the Board will have three (3) Directors who will be selected by the Declarant. The Declarant shall decide who serves on the Board during the Period of Declarant's Control and may increase the number of Directors. After the Period of Declarant's Control, the Board will consist of seven (7) Directors. Within ninety (90) days after the end of the Period of Declarant's Control, the Association shall hold an election at which the Owners shall be entitled to elect all seven (7) Directors. Upon such election, the terms of the Directors will be staggered as follows: the two (2) Directors receiving the highest number of votes in such election shall serve for an initial term of three (3) years; the three (3) Directors receiving the next highest number of votes shall serve for an initial term of two (2) years; and the two (2) Directors receiving the next highest number of votes shall serve for an initial term of one (1) year. After the expiration of the initial terms, all Directors shall serve terms of two (2) years. After the Period of Declarant's Control, the Board may change the number of Directors on the Board by the vote of a majority of Directors. In addition, after the Period of Declarant's control the Owners may change the number of Directors by the vote of a majority of Owners. Notwithstanding the foregoing, there shall always be an odd number of Director slots and the terms of the Directors shall be staggered.

4.2 Removal and Replacement. After the Period of Declarant's Control, a Director may be removed with or without cause by a majority vote of the other Directors or by a majority vote of the Owners at a meeting of the Owners called for the purpose of voting on removal. If a Director

is removed, the remaining Directors (provided there are at least two (2) Directors serving) shall determine a replacement Director to fill the remainder of the term of the removed Director. If the Board cannot determine a replacement, or if there are not two (2) directors then serving, the Owners shall fill vacancies on the Board at a meeting called for the purpose of filling vacancies.

4.3 Indemnification. In the event that any legal claim or action is asserted or commenced against a Director or Officer for actions undertaken in his role as a member of the Board or as an Officer of the Association, whether or not such Director or Officer is still acting in their official capacity, the Association shall indemnify such Director or Officer for losses or claims, and undertake all costs of defense, until and unless it a court of competent jurisdiction determines that such Director or Officer acted with willful or wanton misfeasance or with gross negligence. After such determination, the Association is no longer liable for the cost of defense and may recover costs already expended from the Director or Officer who so acted.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.1 Regular Meetings. Meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a weekend or legal holiday, then that meeting shall be held at the same time on the next day which is not a weekend or legal holiday.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than five (5) days written notice to each Director.

5.3 Open Meetings. After the Period of Declarant's Control, meetings of the Board shall be open to the Owners or Owners' agents except in cases where the Nonprofit Act permits private meetings. After the Period of Declarant's Control, any Owner may request notice of all meetings of the Board, in which case the Board shall provide notice of all meetings to such Owner not less than 48 hours prior to such meeting.

5.3 Quorum and Voting. A majority of the number of Directors shall constitute a quorum for the transaction of business. During the Period of Declarant's Control, all matters requiring a vote of the Directors or otherwise submitted to a vote of the Directors shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Period of Declarant's Control, all matters submitted to a vote of the Directors shall be decided by the votes of the Directors. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board and of the Association.

ARTICLE VI POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACTS

6.1 Powers. The Board shall have power to:

6.1.1 Adopt and publish Rules and Regulations governing the use of the common areas within the Neighborhood or as shown on the Plat Map or identified in the Declaration (“**Common Areas**”), and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

6.1.2 Adopt and publish other Rules and Regulations for the management of the Association as are not in conflict with the Declaration, these Bylaws, the rules of the Master Association, or the Master Declaration.

6.1.3 As the Board deems necessary, employ a professional manager, or other independent contractors or employees, to carry out the functions of the Association and exercise the powers of the Board which are properly the subject of delegation; and

6.1.4 Exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Association Act, the Declaration, or the Articles of Incorporation.

6.2 Duties. It shall be the duty of the Board to:

6.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by the Owners who are entitled to vote thirty-three percent (33%) of the total votes;

6.2.2 Supervise any professional manager and all Officers, agents and employees of this Association, and to see that their duties are properly performed;

6.2.3 After the Period of Declarant’s Control, do each of the following in the manner set forth in the Declaration:

6.2.3.1 Prepare the budget for the Association as provided in the Declaration and Section 10.1 of these Bylaws;

6.2.3.2 Fix the amount of the annual assessment assessed against each Lot and fix the amount of any supplemental assessments or special assessments applicable to any Lots;

6.2.4 Send written notice of each annual assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each supplemental assessment or special assessment; and

6.2.5 Foreclose the lien (at the option of the Board) against any Lot for which assessments are not paid in the manner provided for in the Association Act and the

Declaration or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same;

6.2.6 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 and to charge a reasonable fee for the issuance of these certificates;

6.2.7 Procure and maintain insurance as required by the Declaration and the provisions of the Association Act relating to insurance;

6.2.8 Establish a reserve fund and conduct a reserve fund analysis in accordance with the provisions of the Association Act relating to reserve funds;

6.2.9 Cause all Officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

6.2.10 Cause the Common Areas to be properly maintained and managed.

6.3 Legal Action Involving Declarant. Neither the Board nor any other person or entity acting, or purporting to act, on behalf of the Association shall file, commence, or maintain any lawsuits or legal proceedings of any nature against Declarant, the individual managers, owners, members, or officers of Declarant, Declarant's contractors, or any other person or entity involved in the construction of the Units or Units thereon unless and until all of the "MANDATORY DISPUTE RESOLUTION REQUIREMENTS" set forth in the Declaration have been satisfied.

6.4 Applicability of the Association Act. The provisions of the Association Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

6.5 Applicability of the Nonprofit Act. The provisions of the Nonprofit Act shall apply and govern the operations and dealings of the Association to the extent not otherwise provided in these Bylaws, the Declaration, or the Articles of Incorporation.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The following positions shall constitute the officers of this Association ("**Officers**"): a President, a Vice-President, a Secretary / Treasurer, and such other Officers as the Board may from time to time by resolution create.

7.2 Selection of Officers. The Declarant shall select the three (3) initial Officers, and the Declarant shall decide who serves as Officers during the Period of Declarant's Control. After the Period of Declarant's Control, the Board shall annually, at the next meeting of the Board after the Association's annual meeting, select the Officers. After the Period of Declarant's Control, all

Officers shall be members of the Board.

7.3 Term. After the Period of Declarant's Control, the Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

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

7.5 Resignation and Removal. After the Period of Declarant's control, any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary / Treasurer. 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.

7.6 Vacancies. After the Period of Declarant's Control, a vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

7.7 Multiple Offices. Members of the Board may be Officers in the Association. No person shall simultaneously hold more than one (1) of any of the offices identified above, except in the case of special Officers created pursuant to Section 7.4, above.

7.8 Duties of Officers. The duties of the Officers are as follows:

7.8.1 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all written contracts or agreements of the Association. The President shall execute any amendments to the Declaration and deliver the same to the Secretary / Treasurer for certification and recordation, provided approval for such amendment has been obtained as provided in the Declaration.

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

7.8.3 Secretary / Treasurer. The Secretary / Treasurer shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; certify that any amendments to the Declaration have received the required approval and have been executed by the President and shall record the same; and shall perform such other duties as required by the Board. The Secretary / Treasurer shall receive and deposit in appropriate bank accounts all

monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep the Associations book and accounts; and shall assist the Board with the preparation of the annual budget to be presented to the Owners as provided herein.

ARTICLE VIII COMMITTEES

8.1 Committees Authorized. The Board may appoint Committees as it deems appropriate for carrying out the purposes of the Association.

ARTICLE IX BOOKS AND RECORDS

9.1 Open Records. Notwithstanding Section 6.2.1, above, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations promulgated by the Board shall be available for inspection by any Owner or the Master Association at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X BUDGET AND ASSESSMENTS

10.1 Budget. The Board shall prepare an annual budget showing the estimated expenses of the Association and the anticipated annual assessment for the following year attributable to each Lot. The budget shall be completed and distributed to the Owners on or before December 1 of each year.

10.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

10.3 Payment of Assessments. As more fully set forth in the Declaration, and subject to the exemptions set forth in the Declaration, each Owner is obligated to pay to the Association all assessments, and the Owner's obligation to pay such assessments is secured by a continuing lien upon the Owner's Lot. Any assessment which is not paid when due is delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees and collect the same from the delinquent Owner. The Board, in the name of the Association, may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the Lot in the manner provided by the Association Act, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Areas or abandonment of his or her Lot.

10.4 Set-up Fee. In addition to the assessments identified in the Declaration, the

Association may charge an administrative set-up fee whenever a new Owner takes title to a Lot. The amount of any set-up fee will be determined by the Board in accordance with these Bylaws and may be adjusted by the Board from time to time. The set-up fee will be used to offset the administrative, data entry, and recordkeeping costs associated with the change of ownership from one Owner to another.

ARTICLE XI AMENDMENTS

11.1 Amendment. During the Period of Declarant's control, the Declarant shall have the right to amend these Bylaws without the consent of any other Owner. Any other amendment proposed during the Period of Declarant's Control must be approved by sixty-seven (67%) of the members of the Association and must also be approved by the Declarant in writing before it can be effective. After the Period of Declarant's Control, these Bylaws may be amended, at a regular or special meeting of the Association, by a vote, in person or by proxy, of the Owners entitled to cast at least sixty-seven percent (67%) of the total votes of the Association; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or contradiction.

11.2 Conflict. 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 XII MISCELLANEOUS


12.1 Governing Law. These Bylaws shall be governed by, and interpreted in accordance with, the laws of the State of Utah.

12.2 Severability. If any section, term, or provision of these Bylaws is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration which shall all remain in full force and effect.

12.3 No Waiver. The failure by the Declarant or the Association to enforce any term or provision of these Bylaws shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

[End of Document. Signature Page Follows.]

ADOPTED BY THE SPRINGHOUSE VILLAGE HOMEOWNERS ASSOCIATION, this
10th day of July, 2018, and in witness of the same have been executed by an
authorized director of the Association.

Signature: 

Printed Name: Troy Turner

Title: Director vp Finance