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RICHARDS LAW, PC
4141 So. Highland Drive, Ste. 225
Salt Lake City, UT 84124
801-274-6800

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Jeffery Smith
Utah County Recorder
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AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUNSET HOLLOW AT THANKSGIVING POINT
(INCLUDING BYLAWS)

A Planned Unit Development

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter “Declaration”) that established the planned unit development known as Sunset Hollow at Thanksgiving Point is made on the date evidenced below by Sunset Hollow Owners Association (hereafter “Association”).

RECITALS

A. The property subject to this Declaration is the Sunset Hollow at Thanksgiving Point subdivision in Utah County, State of Utah. Exhibit “A” of this Declaration further defines the property subject to this Declaration. All Lots/Units therein are part of the Association and each Owner of a Lot/Unit is a member thereof. The Association is created as a planned unit development and contains certain Common Area, Limited Common Area, private Lots, Units and easements for the benefit of the Owners of Units.

B. The Association desires to continue to provide for the preservation and enhancement of the property values and improvements of the Property and for maintenance of the Common Area.

C. This Amended and Restated Declaration of Covenants, Conditions and Restrictions supersedes and replaces all prior declarations, and amendments or supplements thereto, recorded against the subdivision, specifically the Declaration of Protective Easements, Covenants, Conditions and Restriction of Sunset Hollow at Thanksgiving Point including Owner Association Bylaws recorded February 9, 2005, as Entry No. 13801:2005, records of the Utah County Recorder, State of Utah (the “Original Declaration”); First Supplemental Declaration of Protective Easements, Covenants, Conditions and Restriction including Owner Association Bylaws recorded January 18, 2006, as Entry No. 6111:2006, records of the Utah County Recorder, State of Utah (the “First Supplemental Declaration”); Second Supplemental Declaration of Protective Easements, Covenants, Conditions and Restriction including Owner Association Bylaws recorded July 19, 2007, as Entry No. 104691:2007, records of the Utah County Recorder, State of Utah (the “First Supplemental Declaration”); Amendment to Declaration of Protective Easements, Covenants, Conditions and Restrictions (a “First Amendment”) recorded March 16, 2010 as Entry No. 21405:2010 and Declaration of Protective Easements, Covenants, Conditions and Restrictions (“Second Amendment”) recorded November 9, 2019 as Entry No.97576:2010; and Release and Termination of (“First and Second”) Amendments to Declaration of Protective Easements, Covenants, Conditions and Restrictions of Sunset Hollow at Thanksgiving Point recorded December 5, 2011 as Entry No. 87257:2011.

D. Pursuant to Utah Code § 57-8a-104 and Article XIV, Section 14.02 of the Original Declaration, 60% of the voting interests of the Association have voted affirmatively to adopt this Declaration.

NOW, THEREFORE, the Association declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 “Act” shall mean the Utah Community Association Act, Utah Code, Title 57, Chapter 8a, as the same shall be amended from time to time.

1.2 “Articles” shall mean and refer to the Articles of Incorporation of the Association, which are or shall be filed in the Office of the Division of Corporations and Commercial Code, State of Utah, as they may be amended from time to time.

1.3 “Assessment” means any charge imposed or levied by the Association on or against an Owner or Unit pursuant to the terms of the Governing Documents or applicable law, including (1) annual/regular assessments; (2) special assessments; and (3) individual assessments as set forth below.

1.4 “Association” means and refers to Sunset Hollow Owners Association, a Utah nonprofit corporation, or such successor association of the Unit Owners acting under this Declaration.

1.5 “Board” or “Board of Directors” shall mean and refer to the governing body of the Association.

1.6 “Building” shall mean a structure containing two or more Units.

1.7 “Bylaws” shall mean and refer to the Bylaws of the Association (attached hereto as **Exhibit B**), as they may be amended from time to time.

1.8 “Common Area” or “Common Areas” means, refers to, and includes: (a) the real property, excluding all Lots and Units as defined herein, and interests which comprise the Property; (b) All common areas and facilities designated as such on the Plat and all property on the Plat excluding the Lots and Units; (c) All Limited Common Areas and facilities; (d) In general, all apparatus, installations and facilities included within the Property and existing for common use; (e) The Property’s roads, unless designated as public streets; (f) All portions of the Property not specifically included within the individual Lots and Units; (g) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management, including but not limited to parking areas, clubhouse, open spaces, sidewalks, playground(s); (h) All common areas as defined in the Act, whether or not enumerated herein.

1.9 “Common Expenses” means and refers to all sums which are required by the Association and the Board to perform or exercise its functions, duties, or rights under the Act or the Governing Documents.

1.10 “Community” means all of the land described in the Plats, including any property annexed into the Project.

1.11 “Community Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws, and as defined or dictated by the Board from time to time.

1.12 “Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sunset Hollow at Thanksgiving Point recorded in the public records of Utah County, State of Utah, as the same may be supplemented or amended from time to time.

1.13 “Development” shall mean the planned unit development known as “Sunset Hollow at Thanksgiving Point” in Lehi, Utah County, Utah, as it exists at any given time. The terms “Property” “Project” and “Development” may be used interchangeably herein, unless the context requires otherwise.

1.14 “DRC” shall mean and refer to the Design Review Committee.

1.15 “Eligible Holder” shall mean any holder, insurer, or guarantor of a first Mortgage who makes a written request to the Association to receive any of the notices or rights provided to Eligible Holders under this Declaration. The request shall state the name and address of the Eligible Holder and the Unit number to which the Eligible Holder’s mortgage interest applies.

1.16 “Fines” shall mean and refer to fines levied by the Association against an individual or entity for violations of the Governing Documents. Fines shall be enforced and collected consistent with the Act and are deemed an assessment herein and may be collected as such.

1.17 “Governing Documents” shall mean and refer to a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation, Bylaws, Plat, this Declaration, rules and regulations, and architectural or design guidelines.

1.18 “Improvement” means every structure or improvement of any kind, including but not limited to landscaping, sprinkler pipes, Units, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.19 “Limited Common Areas” means, as further set forth herein, all of the real property identified as limited common area herein or on the Plat, except as otherwise stated herein. Limited Common Areas are Common Areas limited to the use of certain Units to the exclusion of other Unit Owners.

1.20 “Lot” shall mean and refer to any of the separately numbered and individually described parcels of land within the Development, as designated on a Plat, intended for single family residential use.

1.21 “Manager” or “Managing Agent” shall mean and refer to the person or entity retained to manage the Property and the Association according to the direction of the Board.

1.22 “Mortgage” means any mortgage or deed of trust encumbering any Unit and any other security interest existing by virtue of any other form of security instrument or arrangement,

provided that such mortgage, deed of trust or other form of security instrument and/or security arrangement has been recorded among the Recorder's Office.

1.23 “Mortgagee” means the person or entity secured by a Mortgage.

1.24 “Owner” means the person, persons or other entity owning any Lot as shown in the records of the Recorder’s Office, and any contract purchaser of any Lot. Owner does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Unit. Regardless of the number of parties participating in ownership of each Unit, the group of those parties shall be treated as one “Owner.” Multiple Owners of a particular Lot shall be jointly and severally liable as to all responsibilities and obligations of an Owner.

1.25 “Plat” or “Plat Map” or “Record of Survey Map” means the Record of Survey Maps entitled Sunset Hollow at Thanksgiving Point recorded at the Recorder’s Office of Utah County, as the same may be amended, supplemented, or substituted.

1.26 “Property” or “Project” means all of the real property described in the Plats, including all of the real property described in attached **Exhibit A** and all Lots, Common Areas, easements and open space. The terms Property, Project and Development may be used interchangeably herein unless the context requires otherwise.

1.27 “Public Record” shall mean the Office of the Utah County Recorder in Provo, Utah.

1.28 “Rules and Regulations” means and refers to those rules and regulations adopted by the Board from time to time that are deemed necessary by the Board for the enjoyment of, or furthering the purposes of, the Property and Association.

1.29 “Unit” shall mean and refer to an attached structure which is designed, constructed and intended for use or occupancy as a single family residence on a Lot, together with all improvements located on the same Lot and used in conjunction with such residence, including anything located within or without said Unit (but designated and designed to serve only that Unit) such as electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, but specifically excluding roofs and exterior surfaces of Units (and/or Building in which Units exist) all of which roofs and surfaces shall be treated as Limited Common Area designated for the exclusive use of the particular Units to which such roofs or surfaces appertain, even if not designated as Limited Common Areas on a Plat.

ARTICLE II - PROPERTY DESCRIPTION & RIGHTS

2.1 Property Subject the Declaration and Bylaws. The real property which is, and shall be, transferred, held, sold, conveyed, used, occupied and improved subject to the Act and to this Declaration, the Governing Documents, and all agreements, decisions and determinations made by the Board or Association is all of the real property and interests described in the Plats, including any property annexed into the Project, and including the Lots described on **Exhibit A** attached hereto. The Declaration and covenants, conditions and restrictions therein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Property or any part thereof submitted to

the provisions of this Declaration, and shall inure to the benefit of each Owner thereof. To the extent that the Governing Documents are or become inconsistent with the provisions of any future amendments to the Act, the Act, as amended, shall control.

2.2 Description and Legal Status of Units. The Plat shows the Units and building designations, their locations, dimensions from which its areas may be determined together with the Definitions above, and the Common Areas. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

2.3 Division into Lots. The Project shall not exceed the maximum number of Lots/Units currently approved by the City of Lehi as the maximum number of Lots to be constructed within the Project. All Lots and appurtenant Units shall have equal rights and easements of use and enjoyment in the Common Areas unless by rule or statute an Owner's right is temporarily suspended from a specific amenity. All Lots, Units and Owners have appurtenant obligations pertaining to assessments, maintenance and compliance with this Declaration and the Bylaws.

2.4 Use and Occupancy. Except as otherwise expressly provided in the Governing Documents, the Owner(s) of a Unit shall be entitled to the exclusive use and benefits of ownership of such Unit. Each Unit, however, shall be bound by, and the Owner shall comply with, the restrictions contained below and all other provisions of the Governing Documents of the Association for the mutual benefit of the Owners.

2.5 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

2.5.1 Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of performing maintenance referred to herein and determining whether or not the Lot or exterior of the Unit is in compliance with the Governing Documents or whether the use of the Lot or Unit is causing damage or harm to the Common Areas or Limited Common Areas. No Unit may be entered without the permission of the Unit Owner except in the case of an emergency which affects another Lot or Unit, then such right shall be immediate with notice as reasonably possible. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit.

2.5.2 Utility Easements. The Association and any public utility provider shall have an easement through all Units and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. The easement area within each Unit and all improvements therein shall be maintained continuously by the Owner of the Unit in accordance with the terms herein, except for those improvements for which a public authority or utility provider is responsible. Each Unit Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his or her Unit.

2.5.3. City, Police, Fire and Ambulance. An easement is hereby granted to the City of Lehi, Utah, all police, fire protection, ambulance services and all similar persons to enter upon the streets and Common and Limited Common Areas in the performance of their duties.

2.5.4. Common Areas. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas. This easement is appurtenant to and passes with the title to every Lot, subject to the following:

- (1) The right of the Association to limit the number of guests of members using the Common Area.
- (2) The right of the Association to suspend the voting rights of a member for any period during which any assessment against Owner and Unit remains unpaid; and for the period of time that any covenant, restriction or rule infraction remains uncured.
- (3) The right of the Association to enter into agreements or leases which provide for use of Common Areas and facilities by a similar Association for use of the Common Areas and facilities of the other Association, or for cash consideration.
- (4) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association.
- (5) The right of the Association to dedicate or transfer any part of the Common areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association; provided that such dedication or transfer must first be assented to in writing by (i) the Mortgagee of each and every Mortgage that encumbers a Lot and (ii) the Owners of Lots to which at least sixty percent (60%) of the total votes in the Association appertain.
- (6) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- (7) The terms and conditions of the Governing Documents.
- (8) The right of the Association, through its Board, to adopt Rules and Regulations concerning the use of Common Areas.

2.5.5 Landscape Maintenance Easement. Each Owner shall, by acquiring or in any way becoming vested with his Owner's interest in a Lot, irrevocably grant to the Association an easement to those portions of the Lot as are exterior to the actual foundations of the Owner's residence constructed upon such Lot. The purpose of such easement is to provide for uniform landscape maintenance on Common Areas within the Project. The easement and the area covered thereby shall be deemed to be Common Area for such purposes only (but not for purposes of ownership, title, taxes, etc.).

2.6 No Encroachment. No Unit (including without limitation, roof overhangs) shall encroach upon an adjoining Unit or Common Area without the express written consent of the Board. If, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason whatsoever beyond the control of the Board or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

If any structure (including without limitation, roof overhangs) on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to substantially duplicate the location and configuration of the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common areas due to the reconstructed structure's being in a slightly different location than its predecessor, shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.7 Limited Common Area / Maintenance. Limited Common Area shall include any Common Areas designated for exclusive use by the Owner of a particular Unit, whether or not designated as such on the Plat. All Unit driveways, sidewalks, entryways, steps, porches, terraces and balconies and similar areas and improvements that approach or are connected to a particular Unit constitute the Limited Common Areas of a particular Unit, even though not shown on a Plat. The maintenance of any and all Limited Common Area shall be as designated and assigned in Section 5.1 of this Declaration. The Association, through its Board, may adopt rules and regulations concerning clarifying and defining the use and maintenance of the Limited Common Areas to the extent not inconsistent with this Declaration.

2.8 Delegation of Use. An Owner is deemed to delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. No one who is a non-resident shall have any such delegable right of enjoyment.

ARTICLE III – RESTRICTIONS ON USE

3.1 General Use Restrictions. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units set forth Herein. All of the properties which are subject to this Declaration are hereby restricted to residential dwellings, and buildings in connection therewith, including but not limited to community buildings on the common property. All buildings or structures erected in the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties. After initial construction on a Unit, no subsequent building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other building shall be placed or used on any Unit at any time.

3.2 Residential Use. Units shall be used for single-family, residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. No Unit, or any part thereof, shall be used or occupied by any persons not coming within the definition of “Family” as such term is defined and intended in the zoning ordinances of the City of Lehi. Each Lot, Unit and Owner are subject to the uses and restrictions imposed by the zoning ordinances of the City of Lehi, including, but not limited to occupancy and parking restriction. No lot or Unit shall be used, occupied, or altered in violation of such ordinances so as to create a nuisance or to interfere with the rights of any other Owner.

3.3 No Business Use. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities that cause additional pedestrian or vehicular traffic, creates a sigh or noise nuisance, shall be conducted on any Lot or in any other portion of the Property.

3.4 Lease Restrictions.

3.4.1 Rental Restriction. No Owner shall rent less that the entire Unit, and no Owner shall rent such Owner’s Unit for an initial term of less than twelve (12) consecutive months. In addition, no more than forty percent (40%) of the total Unit may be rented at any given time (the “Rental Cap”). The Association shall follow the procedures for monitoring and the required exemptions from this “Rental Cap” as is consistent with Utah Code Ann. §57-8a-209, as may be amended from time to time.

3.4.2 Grandfather Status. Notwithstanding Section 3.4.1, all Owners who are renting their Unit for a term less than twelve (12) months at the time that this (amended) Declaration is recorded may continue to rent such Unit as provided in §57-8a-209, as may be amended from time to time, at which time the Owners and Units are subject to the provisions of this Section 3.4.

3.4.3 The Lease Agreement. Any lease agreement between an Owner and a lessee (tenant) must be in writing, and must provide, among other things, that the terms of the lease shall in all respect be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Rules and Regulations. All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules and Regulations of the Association. Within fourteen (14) days of a Unit being rented, the Owner must provide the Association with a copy of the signed lease agreement and the name(s) of all tenants, including the tenants’ family members who will occupy the Unit, and the Owner must keep such information updated with the Association within fourteen (14) days of any change.

3.4.4 Hardship Exemption. Notwithstanding anything herein to the contrary, to avoid undue hardships or extreme practical difficulties such as the Owner’s job relocation, disability, military service, charitable service, or other similar circumstances, the Committee shall have the discretion to approve an Owner’s application to temporarily rent the Owner’s Unit for a term it deems appropriate under the circumstances. The Board’s decision shall be conclusive. However, the Association may not approve a request to rent or least a Unit for a period of less than thirty (30) days.

3.5 Animals.

3.5.1. The Board of Directors shall have the express authority and right to promulgate rules, beyond those stated herein, restricting the keeping of pets.

3.5.2. No more than two (2) dogs or cats, or combination of one (1) dog and (1) cat, shall be kept within any lot. Additionally, no animals, livestock, poultry of any kind may be raised, bred, kept or permitted within any Lot, except dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers. When outside of a Unit, the Owner shall keep all pets on a leash or a suitable tether and the pet must be accompanied by the Owner at all times. The keeping of exotic animals as pets within the Association is strictly prohibited. The Term “exotic animal” is defined as any animal not identified herein above that is native to a foreign country or of foreign origin or character, is not native to the United States, or was introduced from abroad.

3.5.3. Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of their animal’s waste from the Common Areas and Limited Common Areas.

3.5.4. An Owner may be required to remove a pet upon receipt of a written notice from the Board of Directors given pursuant to a resolution relating to rules and regulations governing pets within the Community and enforcement of such rules and regulations and provisions of this subsection. The Board of Directors may apply for appropriate judicial relief in the event that Owners violate this Article.

3.6 Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Unit or other portion of the Common Areas, nor shall anything be done in or placed upon any Common Area which interferes with or jeopardizes the enjoyment of other Units or which is a source of annoyance to residents.

3.7 Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

3.8 Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container as specified by the Association or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed. Except for trash collection days, trash cans are not to be left outside within view of the public streets. Empty trash cans should be returned to an inside or screened area as soon as possible after trash pick-up.

3.9 Vehicles in Disrepair.

3.9.1. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an extreme state of disrepair when the Board of Directors reasonably determines that its presence offends the occupants of the other Units.

3.9.2. If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board of Directors, the Board of Directors may have such vehicle removed from the Property (i.e., towed) and assess the Owner the expense of such removal and any storage necessitated thereby.

3.10 Parking. Parking on streets within the development is subject to the ordinances of the City of Lehi and the Rules and Regulations of the Association. The Board of Directors may adopt and amend rules governing parking on the streets and designated guest parking areas as necessary.

3.11 Antennas, Dishes, Reception/Transmission Devices. No outside television or radio aerial or antenna, satellite dish or other similar device for reception or transmission shall be permitted on any Lot or the exterior of any Unit, unless smaller than 24" x 24", except by written approval of the DRC pursuant to the Rules and Regulations adopted by the Board pursuant to this Declaration. All approvals shall be consistent with Federal Law.

3.12 Noise Disturbance. Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents. Noise disturbances shall subject the Owner of the Unit from which the noise originates to a fine, as levied by the Board of Directors in its sole discretion.

3.13 Increase in Insurance Cost. Nothing shall be done or kept within any Lot or Unit or on the Common Areas, including Limited Common Areas, which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within his or her Unit or Common Areas which will result in cancellation of insurance on any Unit.

3.14 Garages. Unit garages are to be primarily used for the parking of automobiles. However, general storage of miscellaneous items is allowed. Driveways are to be used for Owner and guest parking.

3.15 Stove and Fireplaces. No Unit within the Development shall (i) contain any coal or wood-burning fireplace, stove, or other similar device unless the same is EPA approved or unless such fireplace, stove or other device is fueled by natural gas only; or (ii) contain a swamp cooler.

3.16 Interior Windows. Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings, white or off white in color (as seen from exterior public

roads or Common Areas.

3.17 Patios and Balconies. Unit patios and balconies are not to be used as storage areas nor for the hanging and drying of laundry or for decorative items visible from adjoining Lots or Common Areas.

3.18 Association Rules and Regulations. In addition to the restrictions and requirements above, the Board of Directors from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Units and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of fines may be adopted by the Board of Directors specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

ARTICLE IV – DESIGN REVIEW

4.1 Design Review Committee. The Board of Directors of the Association may appoint a three-member Design Review Committee (the “DRC”), the function of which shall be to ensure that all improvements and landscaping within the Development harmonize with existing surroundings and structures. The DRC need not be composed of Owners. If the DRC is not appointed, the Board itself shall perform the duties required of the DRC.

4.2 Modifications. No building, fence, wall, Improvement or other structure, extension or expansion of the foregoing, shall be commenced, erected or maintained upon the Property, including any Unit, nor shall any exterior addition to the Property or any Unit, or change or alteration thereto, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DRC.

Such approval shall be solely at the discretion of the DRC as it deems appropriate from time to time. Any such request shall be deemed to have been denied if the relevant Owner, including any subsequent Owner, cannot produce the written approval granted by the DRC upon request, and any changes or alterations made by an Owner, or prior Owner, shall be removed and the property restored to its original condition at the request of the DRC. In the event that the DRC fails to approve or disapprove a request by an Owner, the request will be deemed to have been denied.

4.3 Design Guidelines. Design and construction of Improvements shall be consistent with and shall comply with the procedures and criteria set forth in this Declaration and such other building and design criteria which the Board is hereby empowered to adopt (referred to as “**Design Guidelines**”) to expand, clarify, and otherwise provide for the harmony and compatibility of the Improvements constructed within the Project. Design Guidelines shall also be deemed to include the requirement that the quality of all materials to be used in any construction or Improvements within the Project be equal or superior to that utilized for original

construction. All builders and Owners shall comply with and are bound by the design restrictions herein and the Design Guidelines, if and when such are adopted.

4.4 Replacement of Structures. Any structure hereafter constructed on any Lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure; and if the plans and specifications therefor meet such criteria, the DRC must approve the same.

4.5 Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the DRC shall be diligently pursued to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy portions of the Common Areas in the vicinity of the activity, provided that they shall promptly restore such areas to their prior condition when the use thereof is no longer required.

4.6 Liability for Damages. Neither the DRC nor any member thereof shall be held liable for damages by reason of any action, inaction, approval, or disapproval taken or given without malice by such member or the DRC with respect to any request made pursuant to this Article IV.

4.7 Architectural Elements. The Units within the Development must incorporate at least 8 of the following architectural features in their design, unless waived by the City of Lehi: (1) Front Porch (must be at least 4' wide and 4' long – landings and stoops do not count); (2) Wrap around porch; (3) Decorative gables, curbed gables and dormers with 2' x 6' fascia that break up otherwise long, uninterrupted rooflines; (4) Hip roof or dutch hip roof with 2' x 6' fascia; (5) 8/12 roof pitch or greater with 2' x 6' fascia; (6) Architectural grade asphalt shingles and wood or simulated wood shake shingles; (7) Wood or simulated wood garage door; (8) Decorative valance windows in garage door; (9) Arched garage door entry; (10) One large garage door split into two single doors; (11) Side entry garage with windows in the exterior garage wall that faces the front yard; (12) Full recess garages (with or without covered breezeway); (13) Attached trellis beneath the garage roof fascia and above garage door header trims; (14) Overhead detached trellis forward of the garage, spanning the driveway; (15) Decorative front door including wood or simulated wood doors and doors with etched or stained glass windows; (16) Bay or bow window; (17) Oval, octagon or other feature window; (18) Arched window; (19) Oversized window(s) (larger than minimum building code requirement); (20) Decorative window trim; (21) Decorative shutters and window mullions for all street-facing windows (styles other than standard vinyl rectangular shutters are encouraged); (22) Decorative window planter boxes; (23) Pot shelves; (24) Balconies (covered or open); (25) Decorative railing or porch columns; (26) Quoins corners, mullions, or similar decorative trim; (27) Cantilevers, pop-outs and setbacks to different parts of the home that break up otherwise long, uninterrupted wall planes; or (28) Decorative chimney or chimney accents and details.

ARTICLE V - MAINTENANCE OBLIGATIONS

5.1 Owner's Responsibility. Irrespective of being deemed Common Area or Limited Common Area, each Owner shall at his own cost maintain their Lot and Unit, including but not limited to Unit exterior features (such as lights, vent covers, street numbers, outlet covers, doorbells, etc.), Unit foundations, driveways, walkways, sidewalks, entryways, steps, railings, porches, terraces, decks, door frames and windows, window casing, glass, trims and the like surfaces and improvements appurtenant to, fences appurtenant to or abutting a Unit, and any and all improvements constructed on the Lot or Unit shall be maintained, replaced and kept in good repair at the expense of the Owner, excepting those areas and elements to be maintained by the Association as set forth in Section 5.2 or any other Section of this Declaration.

5.1.1 Such improvements and obligations of Owners include, but are not limited to, removing snow from their Limited Common Area driveways, sidewalks, entryways, steps, porches, terraces and decks.

5.1.2 The Association may, after no less than three (3) written warnings, fix or repair any Limited Common Areas and charge the costs thereof back to the Owner in the same manner as the regular assessment in order to maintain a harmonious community exterior appearance.

5.1.3 Owners shall be responsible for painting the exterior doors to their Unit, including garage doors. Door paint color shall be approved by the Board of Director prior to painting.

5.2 Maintenance by Association. The Association shall be responsible for maintenance, repair, and replacement of the Common Area and the Limited Common Area which are not to be maintained by the Owner as set forth in Section 5.1 above. The Association shall, however, maintain, repair and replace the roofs, rain gutters, stucco and exterior surfaces of the Unit not stated in in Section 5.1 above as well as sprinkler pipes and lines, yard grading and drainage throughout the Project. The Association shall also maintain all Common Area amenities which may be installed from time to time. To the extent an entry gate was constructed or installed, the maintenance, replacement, or repair of such entry gate will be the responsibility of the Association. However, if the Common Areas, Limited Common Areas or a Unit are damaged by the willful misconduct or negligence of an Owner, their guests, tenants, or invitees, such Owner shall be responsible for all such damage.

5.3 Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit or Limited Common Area at reasonable hours.

5.4 Clarification and Alteration of Certain Maintenance Duties by Rule. To the extent not clarified herein and not inconsistent with the provisions of this Declaration, the Association may, by duly adopted Board resolution, identify and assign those areas of maintenance and responsibility that are either (1) Owner responsibilities; or (2) Association responsibilities.

Furthermore, the duty of maintenance for the area of a Unit outside the walls of the Townhome and the Limited Common Areas adjacent and appurtenant to the Townhomes may be altered by duly adopted Board resolution. Such determinations shall be set forth in a Board resolution distributed to all Owners, included with other rules of the Association, and shall be binding against all Owners.

5.5 Party Walls. Each wall to be built as a part of the original construction of the Units and placed on the dividing line between Lots, shall constitute a party wall, and to the extent not inconsistent with the provision of the Article, the general rules of law regarding party walls and liability for damage to the negligent, or willful action, or omissions shall apply thereto.

5.5.1 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in proportion to such use.

5.5.2 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner of another Lot thereafter makes use of the wall, such other Owner shall contribute to the cost of restoration thereof in proportion to such use. The foregoing provision shall not prejudice, however, the right of any Owner to call for a larger contribution from another Owner under any rule of law regarding liability for negligent or willful acts or omissions.

5.5.3 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

5.5.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

5.6 Fences. No fences are permitted on the General Common Area. Fences may be permitted to enclose or improve an Owner's Limited Common Area upon submission to, and written approval from, the Board. The Board may adopt a resolution outlining specific rules and maintenance responsibilities concerning fences.

ARTICLE VI - ASSESSMENTS

6.1 Covenant for Assessments.

6.1.1 Each Owner, acquiring or in any way becoming vested with an interest in a Lot, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- below.
- (1) Annual common assessments (the “Annual Assessment”) as provided
 - (2) Special assessments (“Special Assessments”) as provided below.
 - (3) Individual assessments (“Individual Assessments”) as provided below.

6.1.2 No member may exempt itself from liability for Assessments by abandonment of any Unit owned by such member.

6.1.3 In a voluntary conveyance of a Lot, the grantee thereof shall be jointly and severally liable with the grantor for all unpaid Assessments, late payment fees, interest and costs of collection, including reasonable attorney’s fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee’s right to recover from the grantor the amounts paid by the grantee therefor.

6.2 Annual Budget and Assessment.

6.2.1 Adoption of Budget. The Board shall prepare, or cause the preparation of, and adopt an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association, and shall include a reserve fund line item in an amount the Board determines to be prudent based on the reserve analysis (as defined in Section 6.6.2). If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall present the adopted budget to Owners at a meeting of the Owners.

6.2.2 Determination of Annual Assessment.

(1) The Board shall fix the amount of the annual assessment (“Annual Assessment”) against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.

(2) The maximum Annual Assessment may be increased by the Board each calendar year (non-cumulatively) by not more than twenty-five percent (25%) above the maximum Annual Assessment for the previous year, without the vote of Owners entitled to cast a majority of the Association votes.

(3) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

6.2.3 Equitable Changes. If the Annual Assessments levied at any time are, or will become, inadequate to meet the expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. Owners shall be given at least twenty (20) days' written notice of any changes in the amount of an Assessment.

6.3 Apportionment of Assessments. Assessments shall be apportioned as follows:

6.3.1 Annual and Special Assessments. All Units shall pay an equal share of the Annual Assessment and Special Assessments commencing upon the date the Units are made subject to this Declaration.

6.3.2 Individual Assessments. Individual Assessments shall be apportioned exclusively against the Units benefitted or to which the expenses are attributable as provided for below.

6.3.3 Payment of Assessments. Installments of Annual Assessments shall be levied and collected on a monthly basis. However, upon resolution of the Board of Directors, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

6.4 Purpose of Assessments. To promote the Developments and the collective interests of the Owners therein, the Assessments levied by the Association shall be used for the purpose of payment of Common Expenses and any other expense incurred by the Association, including, but not limited to: (1) the improvement and maintenance, operation, care, and services related to the Common Areas; (2) the payment of insurance premiums; (3) the costs of utilities and other services which may be provided by the Association for the Community; (4) the cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (5) for promoting the recreation, health, safety, and welfare of the residents of the Property; and (6) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements as provided below.

6.5 Special Assessments. In addition to the Annual Assessments authorized in this Article, the Association may levy a special assessment from time to time ("Special Assessment") for the purpose of defraying, in whole or in part: (1) the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments; or (2) the cost of any construction, reconstruction, or unexpectedly required addition to, or replacement of, infrastructure or improvements within the Common areas. Any such Special Assessment shall be apportioned among and assessed to all Lots in the same manner as Annual Assessments. Any Special Assessment greater than \$500 per Owner may only be levied if it is first voted upon by the Owners and must be assented to by at least sixty percent (60%) of the votes of the

membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10), but not more than thirty (30) days prior to the meeting date.

6.6 Individual Assessments. Any expenses which are not common expenses to all members, and which benefit or are attributable to fewer than all of the Units, may be assessed exclusively against the Units affected or benefitted. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association; (2) Expenses, other than common expenses, relating to the cost of maintenance, repair replacement and reserves of the Units which may be incurred by the Association; (3) Improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (4) Repair for damages to Common Areas cause by actions of an Owner.

6.7 Nonpayment of Assessments. The Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by the Board, and shall be delinquent if not paid by the 10th of the month or within such other period established by the Board from time to time. The due date of any Special Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

6.7.1 Interest. Delinquent payments shall bear interest from the sixteenth (16th) day of the month (the “date of delinquency”) at the rate established by the Board of Directors.

6.7.2 Late Charge. Delinquent payments shall be subject to a late charge not to exceed ten percent (10%) of the installment, the actual amount to be determined by the Board from time to time.

6.7.3 Acceleration. Upon the default of payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of the annual assessment may be accelerated at the option of the Board and be declared due and payable in full to the end of the present current year.

6.7.4 Rent Payments by Tenant to Association. If the Owner of a Unit who is leasing the Unit fails to pay any assessment for more than sixty (60) days after the assessment is due, the Board may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until all amount dues to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Board, or its agent, shall give the Owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with the law and the written procedures of the Association.

6.7.5 Remedies, Including Suspension of Membership Rights and Services. All membership rights, including the right of a member to vote, shall be automatically suspended during any period of delinquency, unless otherwise determined by the Board. A Board member shall become immediately ineligible to serve on the Board and automatically dismissed from such position if delinquent more than 60 days in the payment of any Assessment. Any service provided by the Association to the Owners shall also be terminated as to the delinquent Owner at the discretion of the Board. The Association shall have each and every remedy for collection of assessments provided in the Utah Community Association Act, Utah Code Title 57, Chapter 8a, as amended from time to time, and the provisions of the Act shall be deemed to be fully set forth herein when required by such Act in order to exercise any such remedy.

6.8 Lien. The Annual Assessment and all other Assessments imposed together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the Units against which the assessment or charge is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. A suit to recover a money judgment for non-payment of any assessments levied under this Declaration may be maintained without foreclosing or waiving the lien herein created to secure the same.

6.9 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with late charges and interest at a rate to be established by the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Owner holding title to any Unit at the time when the assessment became due.

6.10 Appointment of Trustee. By acceptance of a deed for a Unit, each Owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the Owner's Unit and appurtenant Limited Common Area, and all improvements thereon for the purpose of securing payment of all Assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§57-1-19, et seq., as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the local County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, et seq.

6.11 Enforcement of Lien. The lien for nonpayment of assessments may be foreclosed by the Board judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit, and the defaulting Owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

6.12 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Unit subject to assessment, except as follows: the sale or transfer of any Unit pursuant to mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Unit from liability or lien for any Assessments thereafter becoming due.

6.13 Notice to Mortgagees. The Association may notify the last known mortgagee when any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days, and in any other case where the Unit Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days. Any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration nor shall any such failure affect any of the priorities established in this Article.

6.14 Reinvestment Fee. Each time legal title to a Unit passes from one person/entity to another, within thirty (30) calendar days after the effective date of such title transaction, the new Unit Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee in an amount determined by Resolution of the Board, not to exceed an amount equaling one half of one percent (0.5%) of the value of the burdened property as determined by the sale price of the Unit, unless one of the following exemptions apply. Such Reinvestment Fees shall become part of the Association's general fund to be used in the best interest of the Association as deemed appropriate by the Board. Nothing herein prohibits the buyer and seller to negotiate how this fee is paid.

6.14.1. The following are not subject to the above referenced reinvestment fee:

- (1) An involuntary transfer (foreclosure, for example);
- (2) A transfer that results from a court order;
- (3) A bona fide transfer to a family member or members of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son,

daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes included in this exemption;

- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- (5) The transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

6.15 Reserve Analysis.

6.15.1. Reserve Analysis Required. The Board shall cause a reserve analysis to be conducted no less frequently than every six years, and shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years. However, the Board may decrease the frequency of conducting and updating a reserve analysis in a formal resolution of the Board delivered to all Owners. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

6.15.2. Reserve Analysis Defined. "Reserve analysis" means an analysis to determine the need for a reserve fund to accumulate reserve funds, and the appropriate amount of any reserve fund. A reserve analysis shall include:

- (1) A list of the components identified in the reserve analysis that will reasonably require reserve funds;
- (2) A statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
- (3) An estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (4) An estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and,
- (5) A reserve funding plan that recommends how the Association may fund the annual contribution described in subsection (4) above.

6.15.3. Reserve Analysis Summary Provided to Owners. The Association shall: (1) annually provide Owners a summary of the most recent reserve analysis or update (2) provide a copy of the complete reserve analysis or update to an Owner who requests a copy; (3) provide an opportunity for lot owners to discuss reserves and to vote on whether to fund a reserve fund and, if so how to fund it and in what amount, and (4) prepare and keep minutes of each meeting held under this section and indicate in the minutes any decision relating to funding a reserve fund.

6.16 Reserve Funds.

6.16.1 Unless vetoed by the Owners pursuant to applicable law, the Association shall establish and maintain a reserve fund for the purpose of funding repair, replacement and restoration of the Common Areas and other items for which it is responsible to repair or replace, any emergency, unforeseen, unusual, or unanticipated expenditures, and for any other purpose determined from time to time by the Board, by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board in its sole discretion and best business judgment or of an amount and in the manner as may be required by law. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve funds shall be maintained separately from other Association funds.

6.16.2 The Association may establish such other reserves for such other purposes as the Board may from time to time consider necessary or appropriate.

6.16.3 The Board's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Association funds. Except in such instances, individual Board members shall not be held liable for any potential or alleged under funding of the reserve account.

6.16.4 Unless approved by a majority of Association members for daily maintenance purposes, reserve funds may not be used for any purpose other than the purpose for which the reserve funds were established.

6.17 Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of the each Owner.

6.18 Statement of Unpaid Assessment & Payoff Information. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered. The Association may charge a fee for providing Association payoff information needed in connection with the financing, refinancing, or closing of a lot owner's sale of the owner's lot up the maximum amount allowed by law.

6.19 No Abatement. No diminution or abatement of any Assessments shall be claimed or allowed for inconvenience, annoyance, or discomfort arising from any construction (or lack of construction) with the Development; (b) the making of (or failure to make) any repairs or improvements to, or the maintenance of, any Common Areas of the Development; or (c) from any action taken to comply with the provisions of the Declaration or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

ARTICLE VII - THE ASSOCIATION

7.1 Organization.

7.1.1 The Association has been or will be organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated Titled 16 Chapter 6a, as may be amended from time to time).

7.1.2 In the event the Association is at any time administratively dissolved by the Division of Corporations and Commercial Code, the Board may re-incorporate the Association without a vote of the Owners.

7.1.3 The affairs of the Association shall be governed by a Board of Directors as provided herein and in the Bylaws.

7.2 Membership. Each Owner during the entire period of Owner's ownership of one or more Lots within the Community shall be a member of the Association. The membership shall commence, exist and continue by simple virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

7.3 Voting Rights. The method of voting shall be as provided in the Bylaws. Each Owner shall have one (1) vote in matters of the Association for each Unit owned as set forth in the Bylaws.

7.4 Powers, Duties and Obligations. The Association shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of association powers, including without limitation:

7.4.1 Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(1) The Association shall accept title to all Common Areas conveyed to it, whether by Declarant or by others, by may refuse if the same is not free and clear of liens and encumbrances.

(2) Maintain, repair and replace areas as set forth in Section 5.2 of this Declaration

(3) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Property, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(4) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

(5) The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Community, subject at all times to direction by the Board of Directors, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board of Directors.

7.4.2 Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and any Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit for the purpose of maintaining and repairing such Unit or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of this Declaration.

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoy any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Officers, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(2) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Community or in exercising any of its rights to construct, maintain and repair the Common Areas, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Unit on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

A. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Officers may from time to time deem desirable;

B. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable.

(3) The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of Five Thousand Dollars (\$5,000.00).

7.5 Limitation of Liability. No member of the Board, acting in good faith shall be personally liable to any Owner, guest, tenant or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee of the Board, or the Managing Agent.

7.6 Adoption of Bylaws. The Association has adopted Bylaws for the Association which are being recorded as an Exhibit to this Declaration.

ARTICLE VIII – RULES, ENFORCEMENT, APPEAL

8.1 Rules and Regulations.

8.1.1. The Board may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce the Rules and Regulations, subject to limitation and requirements of the law, including the right of the Owners to disapprove a rule pursuant to law, and subject to the Board’s duty to exercise business judgment on behalf of the Association and the Owners.

8.1.2. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Rules and Regulations, the Board shall:

(1) At least 15 days before the Board will meet to consider a change to the Rules and Regulations, deliver notice to the Owners that the Board is considering a change to the Rules and Regulations;

(2) Provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action under Section 8.1.1; and,

(3) Deliver to the Owners a copy of the change in the Rules and Regulations approved by the Board within fifteen (15) days after the date of the Board meeting.

8.1.3. The Board may adopt a rule without first giving notice to the Owners if there is an imminent risk of harm to the Common Area, an Owner, an occupant of a Unit, a Unit, or a Townhome. The Board shall provide notice to the Owners of such a rule within fifteen (15) days of adoption by the Board.

8.2 Compliance. Each Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for levying of a fine and an action or suit maintainable by the Association or an aggrieved Owner.

8.3 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

8.3.1 Subject to the provisions of this Declaration, to enter the Unit as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

8.3.2 To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

8.3.3 To levy fines, and a violation of any specific and express rule, regulation, covenant, restriction, or term of any Governing Document of the Association (a "violation"), and any subsequent occurrence of such violation, shall be subject to a fine in the amount determined by the Board from time to time. A subsequent occurrence of the same violation occurring within 12 months of a prior occurrence is and shall be deemed the same violation for all purposes, including the purpose of notice, and each such subsequent occurrence shall be subject to an immediate fine without further warning or notice;

8.3.4 To suspend the right to receive access or use any services or facilities provided by or through the Association until the violation is corrected;

8.3.5 To suspend the voting rights of an Owner, but not for longer than 60 days except in the case of a continuous violation; or

8.3.6 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. The Association shall be entitled to an award of its attorneys' fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents, or for any action taken pursuant to the Governing Documents, if it prevails in such action, regardless of who instituted the action.

8.4 Action by Owners. Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by

appropriate legal proceedings.

8.5 Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

8.6 Purchase Subject to Violations. Buyers shall take ownership of Units subject to any violations of the Governing Documents which may exist concerning the Unit, whether or not such violations were disclosed by the seller of the Unit and whether or not the Association knew of the violations at the time of sale. Such buyers shall be liable for correcting such violations upon demand by the Association.

ARTICLE IX - INSURANCE

9.1 Types of Insurance Maintained by the Association. The Association shall obtain the following types of insurance:

9.1.1 Liability. A public general liability insurance policy covering the Association, its officers, Board members and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas;

9.1.2 Property. Blanket property insurance or guaranteed replacement cost insurance with not less than 100% of the full replacement cost for the physical structure of all Living Units, limited common areas appurtenant to a dwelling on a Lot, all garages, and all Common Areas, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and including coverage for any fixture, improvement, or betterment installed at any time to an attached dwelling or to a Limited Common Area appurtenant to a dwelling on a Lot, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to an attached dwelling or to a Limited Common Area;

9.1.3 Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling funds of the Association, including any property manager. Such fidelity coverage shall: (1) name the Association as an obligee; (2) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or managing agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Lots plus reserves; (3) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's management

agent, if the Association has delegated some or all of the responsibility for the handling of funds to a management agent; (4) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

9.1.4 Trustees and Officers (D&O) Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member or officer of the Association, and any other person the Association is required by law or contract to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.

9.1.5 Other Insurance. The Association shall obtain such other insurance if and to the extent required by law or as the Board deems necessary from time to time, such as workers' compensation insurance.

9.2 Acceptable Insurance Providers. The Association shall use generally acceptable insurance carriers.

9.3 Lot Owner Insurance Responsibility.

9.3.1. Master Policy Deductible. For covered losses to Lots, the Association's policy is primary, but the Lot Owner is responsible for the Association's policy deductible (which shall be an automatic Assessment against such Owner 30 days after substantial completion of the repairs to, as applicable, the Lot, a dwelling on the Lot, or the limited common area appurtenant to the Lot) as follows:

(1) If a loss occurs that is covered by the Association's policy and by a Lot Owner's policy, the Association's policy provides primary insurance coverage and the Lot Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

(2) If a Lot, or Limited Common Area or facility appurtenant to a Lot, suffers damage as part of a covered loss, the Lot Owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to Lot damage for that Lot to the amount of the deductible under the Association's policy. The amount of the deductible under the Association's policy shall be determined by the Board from time to time. The Association shall provide notice to the Lot Owners of any change in the amount of the deductible.

9.3.2. Contents of Lot/Unit. The Association's policy does not cover the contents of a Lot or Unit or a Lot Owner's personal property. Each Lot Owner is strongly encouraged to obtain insurance coverage for contents of their Lot or Unit, as well as for coverage in the event the Owner has to pay the Association policy deductible as provided above.

9.3.3. Loss Due to Fault of Another. This Declaration does not prevent a person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a person at fault for the loss, except that, notwithstanding the foregoing, an insurer under a property insurance policy or liability insurance policy obtained by the Association waives the insurer's right to subrogation under the policy against: (a) any person residing with the unit owner, if the unit owner resides in the unit, and (b) the unit owner.

9.3.4. Acceptable Contractors. No work on any part of the Property, including Lots and Units, shall be performed for repair or replacement due to a covered loss except by a licensed contractor carrying adequate liability and workers compensation insurance, whether such person is hired by an Owner or the Association.

9.4 Power of Attorney

9.4.1. Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement (the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Lot, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

9.4.2. By purchasing a Lot, all Owners appoint the Association, or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority.

ARTICLE X - AMENDMENT AND DURATION

10.1 Amendments.

10.1.1 How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the voting rights of the Association. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment

10.1.2 Approval Required. This Declaration may be amended if such amendment is approved by Owners holding sixty percent (60%) of the voting rights of the Association.

10.1.3 City of Lehi. No amendment to any provision of this Declaration which has the effect of diminishing or impairing any right, power, authority, privilege, protection, or control

accorded to the City of Lehi shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is specifically approved or consented to in writing by the City of Lehi.

10.1.4 Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the appropriate County Recorder's Office.

10.2 Duration.

10.2.1 Period. All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration after the vote and approval of eighty percent (80%) of all of the Owners of the Units and the Mortgagee of each and every Lot. Such termination must be authorized by the City of Lehi, Utah.

10.2.2 Execution and Recording of Termination Certificate. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office not less than six (6) months prior to the intended termination date.

ARTICLE XI – RIGHTS OF MORTGAGEES

11.1 Preservation of Common Area. The Common Areas shall remain substantially of the same character, type and configuration as when such Common areas became part of the Development. Unless the Association shall receive the prior written approval of (a) all Mortgagees of Lots and (b) at least sixty-seven percent (67%) of the outstanding votes in the Association, the Association shall not be entitled by act or omission to abandon, partition, subdivide, encumber, sell, transfer or materially modify the Common Areas, except to grant reasonable easements for utilities and similar or related purposes.

11.2 Notice of Matters Affecting Security. The Association shall give written notice to any Mortgagee of a lot requesting such notice whenever:

11.2.1 There is any material default by the Owner of the Lot subject to the Mortgage in performance of any obligation under this Declaration, or the Articles of the Association, which is not cured within sixty (60) days after default occurs; or

11.2.2 Damage to Common Areas from any on occurrence exceed \$10,000; or

11.2.3 There is any condemnation or taking by eminent domain of any material portion of the Common Areas.

11.3 Notice of Meeting. The Board shall give to any Mortgagee of a Lot requesting the same, notice of all meetings of the Association; and such Mortgagee shall have the right to designate in

writing a representative to attend all such meeting.

11.4 Right to Examine Association Records. Any Mortgagee shall, upon request, have the same right to inspect the books and records of the Association, and receive financial statements, as the Owner of the Lot securing the Mortgage.

11.5 Right to Pay Taxes and Charges. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may, or have, become a charge against any portion of the Common Areas and may pay overdue premiums on insurance policies pertaining to the Common Areas, or secure new insurance coverage pertaining to the Common Areas on the lapse of a policy; and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

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

ARTICLE XII - MISCELLANEOUS PROVISIONS

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

12.2 Joint Owners. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

12.3 Lessees and Other Invitees. No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or any Unit occupant, guest, invitee, lessee of any Owner, and each Owner shall indemnify and hold the Board and the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Unit and other areas within the Property. The Owner shall be responsible for

obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.4 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Board or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association, Board or Owner as to any similar matter.

12.5 Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in this Declaration shall be resolved by the Board, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Association's role as the governing body of the Community and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Board except where powers are expressly restricted.

12.6 Premises Liability. The Association and the Board is and shall remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities and an Owner shall defend, indemnify and hold harmless the Association and Board against such claim, loss or liability asserted by such Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

12.7 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

12.8 Condemnation. If at any time or times an insubstantial or minor part of the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used by the Association to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. In the event of any other taking or condemnation, the interests of the Association, the Owners and Mortgagees shall be as they may appear.

12.9 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land, or equitable servitudes, as the case may be, and shall be

binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Lot, their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot or Unit shall comply with, and all interests in all Lots or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any Rules and Regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12.10 Effective Date. This Declaration, and any amendment hereto, shall take effect upon it being filed for record in the Public Records of Utah County, State of Utah.

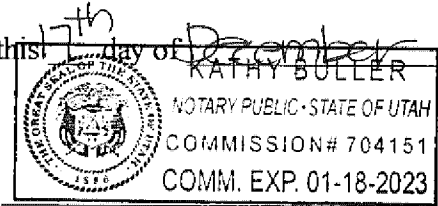
IN WITNESS WHEREOF, Sunset Hollow Owners Association has executed this Declaration this 17th day of December, 2019.

SUNSET HOLLOW OWNERS ASSOCIATION

Jonathan Viray
By: JONATHAN VIRAY
Its: PRESIDENT

STATE OF UTAH)
)ss:
County of Utah)

The foregoing instrument was acknowledged before me on this 17th day of December, 2019 by Kathy Buller.



Notary Public for Utah

EXHIBIT A

Sunset Hollow at Thanksgiving Point
A PLANNED UNIT DEVELOPMENT SUBDIVISION

(LEGAL DESCRIPTION)

All Lots in the SUNSET HOLLOW AT THANKSGIVING POINT PUD PLAT A as recorded in the Utah County Recorder's Office, State of Utah.

All Lots in the SUNSET HOLLOW AT THANKSGIVING POINT PUD PLAT B as recorded in the Utah County Recorder's Office, State of Utah.

All Lots in the SUNSET HOLLOW AT THANKSGIVING POINT PUD PLAT C as recorded in the Utah County Recorder's Office, State of Utah.

EXHIBIT B
BYLAWS
OF
SUNSET HOLLOW OWNERS ASSOCIATION

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ARTICLE 1 - DEFINITIONS

The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2 - MEETINGS OF ASSOCIATION

2.1 Place of Meeting. The Association shall hold meetings at such suitable place as may be designated by the Board from time to time. For all purposes herein, see Section 11.2 below.

2.2 Annual Meetings. Each regular annual meeting of the members shall be held each year on the day and at a time and place within the state of Utah selected by the Board. At such annual meetings there shall be elected Directors of the Board, as needed, pursuant to the provisions of these Bylaws and the Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before

each meeting.

2.3 Special Meetings. The Association, by and through the Board, shall notice, hold and conduct a special meeting of its members (1) on call of the President or two or a majority of the Board, or (2) if the Association receives one or more written demands for the meeting that state the purpose or purposes for which the meeting is to be held, and are signed and dated by members in good standing holding at least 25% of the voting rights of the Association. When a special meeting is demanded by the members, the Board shall set the time and date for the meeting so that the meeting occurs within 65 days of receipt of the demand and if notice of the meeting is not given by the Board within 30 days after the date the written demand is delivered to an Association officer, a person signing the demand may set the time and place of the meeting and give notice pursuant to the requirements herein. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

2.4 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, in a fair and reasonable manner, including by delivering a copy of such notice to each member entitled to vote thereat, in accordance with the notice requirements specified in these Bylaws, and sufficiently in advance of the meeting to provide fair and reasonable notice of the meeting, as determined by the Board. Notice shall always be deemed fair and reasonable if given 10 days before the meeting, but shorter notice may also be fair and reasonable when all the circumstances are considered. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the members and, in the case of a special meeting, the purpose of the meeting.

2.5 Voting. Each Unit shall be allocated one vote per Unit. See Section 2.7(b) below regarding multiple ownership of Units and related voting rights.

2.6 Proxies and Absentee Ballots. A vote may be cast in person, by proxy or by absentee ballot. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Unit.

2.7 Fiduciaries and Joint Owners.

2.7.1 Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

2.7.2 Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.8 Quorum of Owners.

2.8.1 At any meeting of the Association, both annual and special, the Members that are represented for any purpose, whether represented in person, by proxy, or by any form of written ballot, at such meeting shall constitute a quorum, except for matters requiring a higher quorum as provided in the Declaration or these Bylaws.

2.8.2 The subsequent ratification of an Owner of the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of an Owner or Owners.

2.9 Binding Vote. Action on a matter other than the election of directors is approved and shall be binding upon all owners for all purposes if a quorum exists and the votes cast favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or the Governing Documents.

2.10 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (1) Calling of the roll and certifying of proxies; (2) Proof of notice of meeting or waiver of notice; (3) Reading of minutes of the preceding meeting; (4) Reports of officers; (5) Reports of committees, if any; (6) Election of Board members; (7) Unfinished business; (8) New business; and (9) Adjournment.

2.11 Meeting Procedure. Rules of order may be adopted by resolution of the Board, otherwise, the President shall conduct meetings according to the procedure he or she deems fit. A decision of the Association may not be challenged on the basis that appropriate rules of order were not used.

2.12 Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association causes to be delivered a written ballot to every member entitled to vote on the matter not less than fifteen (15) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at

a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Board members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of members and may be described as such in any document. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return identification envelope to be signed by the owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

2.13 Action without Notice and a Meeting. Any action required to be taken or which may be taken at a meeting of members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty-day period. Any such writing may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this section shall be effective when the last writing necessary to effect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

ARTICLE 3 – BOARD OF DIRECTORS – SELECTION, TERM OF OFFICE

3.1 Number, Term and Qualifications.

3.1.1 The affairs of the Association shall be governed by a Board of Directors composed of five (5) Board members.

3.1.2 Members of the Board shall serve for a term of three (3) years. The terms shall be staggered so all Board members are never elected in the same year.

3.1.3 The Owners may increase the number of Board members to an odd number not to exceed nine at any meeting of Association members at which such increase is properly placed on the agenda and meeting notice.

3.1.4 All Board members must be an Owner or the spouse of an Owner of a Unit, except that a husband and wife may not serve on the Board at the same time. A representative of an entity which owns a Unit, and only one such representative, may serve on the Board, such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a trustee or beneficiary of a trust, or a personal representative of an estate, may serve on the Board if the corporation, LLC, partnership, trust or estate owns a Unit.

3.2 Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term by vote of a majority of the remaining Board members even though they may constitute less than a quorum. Each person so elected shall be a Board member until a successor is elected upon expiration of the term for which the person was elected by the other Board members to serve. Appointed Board members may stand for election to a full or unexpired term.

3.3 Removal of Board members.

3.3.1 At any annual or special meeting, any one or more of the Board members, other than interim Board members, may be removed, with or without cause, by a majority of the voting interests of the members. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Trustee whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

3.3.2 The Board may declare the office of a member of the Board to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board or from more than 25% of the regular meetings held in any 12 month period, or, within 24 hours of a request to take action without a meeting, more than twice in any 6 month period fails to respond in writing by (1) voting for the action, (2) voting against the action, or (3) abstaining from voting and waiving the right to demand that action not be taken without a meeting. The vacancy shall be filled as provided in Section 3.2 above.

3.4 Compensation. No Board member shall receive compensation for any service he or she may render to the Association as a Board member. However, any Board member may be reimbursed for actual expenses incurred in the performance of his or her duties.

3.5 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a regular or special meeting if all the Board members agree in writing to take a vote or an action without a meeting. The action being taken shall not require unanimous consent of the Board. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

ARTICLE 4 - NOMINATION AND ELECTION OF BOARD MEMBERS

4.1 Nomination.

4.1.1 Method of Nomination. Nomination for election to the Board shall be made in the manner determined by the Board, which may include a Nominating Committee and/or nominations from the floor at a meeting. If one is established, the Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies.

4.1.2 Nominating Committee. The Nominating Committee, if any, shall consist of a chairman, who shall be a member of the Board; and one or more members of the Association.

4.2 Election. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 5 - MEETINGS OF THE BOARD OF DIRECTORS

5.1 Organizational Meeting.

5.1.1 Location, Date and Time. The first meeting of a newly-elected Board shall be held within fourteen (14) days of election at such place, date and time as shall be fixed by the Board members at the meeting at which the Board members were elected and no notice shall be necessary to owners or to the newly elected Board members in order to legally hold the meeting providing a majority of the elected Board members are present.

5.1.2 Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted Board. At the organizational meeting, the Board shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2 Regular Meetings. Regular meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board, and if so fixed, no notice thereof need be given. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at another date and time agreed upon by the Board with notice to all members of the Board.

5.3 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) Board members, after not less than three (3) days' notice to each Board member by mail, electronic mail, telephone, or facsimile, unless waived pursuant to 5.7 below. The notice must state the time, place, and purpose of the meeting.

5.4 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board: (a) Meetings of the Board shall be conducted by the President; (b) A decision of the Board may not be challenged because the appropriate rules of order were not used; (c) A decision of the Board is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

5.5 Open Meetings; Executive Sessions.

5.5.1 Open Meetings. Except as provided in subsection 5.5.2, all meetings of the Board shall be open to Unit Owners. However, no Owner shall have a right to participate in the Board meeting unless the Owner is also a member of the Board. The president or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

5.5.2 Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

- (1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (2) Personnel matters, including salary negotiations and employee discipline;
- (3) The negotiation of contracts with third parties;
- (4) Collection of unpaid assessments; and
- (5) Other matters of a sensitive, private, or privileged nature at the discretion of the Board.

5.5.3 Executive Session Procedure. Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

5.6 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

5.7 Waiver of Notice. Any Board member may, at any time, waive notice of any meeting of the Board in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by the Board member, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board members are present at any meeting of the Board, no notice to Board members shall be required and any business may be transacted at the meeting.

5.8 Quorum and Acts. At all meetings of the Board a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Board member may be considered to be present at a meeting and to vote if the Board member has granted a signed written proxy: (i) to another Board member, or other person, who is present at the meeting; and (ii) authorizing the other Board member or person to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy (a directed proxy).

ARTICLE 6 - POWERS, RIGHTS, AND DUTIES OF THE BOARD

6.1 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

6.2 Specific Powers. In addition to powers granted by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board shall have the power to: (a) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; (b) in the Board's discretion, appoint such committees as deemed appropriate in carrying out its purpose.

6.3 Best Interest of Association and Reliance on Information. A Board member or officer shall discharge the Board member or officer's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the Board member or officer reasonably believes to be in the best interests of the Association. The Board members shall, at all times, keep themselves reasonably informed and take such steps and necessary actions as a reasonable, prudent person would do to serve the best interest of the Association.

In discharging duties, a Board member or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Association whom the Board member or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the Board member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Board member, a sub-committee of the Association or Board of which the Board member is not a member if the Board member reasonably believes the sub-committee merits confidence.

ARTICLE 7 - OFFICERS AND THEIR DUTIES

7.1 Designation and Qualification.

7.1.1 Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Board may designate the office of assistant treasurer and assistant secretary and 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.

7.1.2 Qualifications. The president, vice-president, secretary and treasurer shall be members of the Board, but the other officers need not be Board members or Owners. Any Board member may be an officer of the Association.

7.1.3 Multiple Offices. A person may simultaneously hold more than one office, but only the offices of Secretary and Treasurer may be filled by the same person and may not be combine with any other office.

7.1.4 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.

7.2 Election and Vacancies. The officers of the Association may be elected by the Board at the organizational meeting of each new Board or any Board meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term.

7.3 Resignation. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers. Officers shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause.

7.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a vote of the Owners. The Board may fix any compensation to be paid to any officers who are not also Board members.

7.6 Duties of Officers. Officers shall have such duties prescribed with respect to the office by the Declaration, Bylaws, and by the Board, to the extent not inconsistent with these Bylaws or the Declaration. The Board may delegate any powers or duties of officers to other persons or agents as the Board deems necessary or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association in accordance with the amendment provisions of the Declaration. The general duties of the officers are as follows:

7.6.1 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments, including amendments to the Governing Documents.

7.6.2 Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

7.6.3 Secretary. The secretary shall prepare and maintain the minutes of all meetings of the Board and the minutes of all meetings of the Association, have charge of such books, papers and records as the Board may direct, shall have the responsibility for preparation and maintenance other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act; and for authenticating records of the nonprofit corporation, and in general, shall perform all of the duties incident to the office of secretary,

7.6.4 Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by resolution of the Board.

ARTICLE 8 - INDEMNIFICATION OF OFFICERS AND COMMITTEE MEMBERS

Each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association's corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 9 - RECORDS AND AUDITS

The Association shall maintain within the state of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act.

9.1 General Records.

9.1.1 The Board and managing agent or manager, if any, shall keep records of the actions of the Board and managing agent or manager; minutes of the meetings of the Board; and minutes of the meeting of the Association.

9.1.2 The Board shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board.

9.1.3 The Board shall maintain a list of Owners. The list of Owners may specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

9.1.4 The Association shall retain within this state, all records of the Association for not less than the period specified in applicable law.

9.2 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.3 Financial Reports and Audits.

9.3.1 An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to all Owners and to all mortgagees of Units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

9.3.2 From time to time, the Board, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and mortgagees of Units.

9.4 Inspection of Records by Owners.

9.4.1 Except as otherwise provided in Section 9.5 below, all records of the Association shall be reasonably available for examination by an Owner and any mortgagee of a Unit pursuant to rules adopted by resolution of the Board or if no such resolution has been adopted, pursuant to the Utah Revised Nonprofit Corporation Act.

9.4.2 The Board shall maintain a copy, suitable for the purposes of duplication, of the following: (1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association; (2) The most recent financial statement prepared pursuant to Section 9.3 above; and (3) The current operating budget of the Association.

9.4.3 The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section, subject to a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

9.4.4 The Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

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

9.5.1 Personnel matters relating to a specific identified person or a person's medical records.

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

9.5.3 Communications with legal counsel that relate to matters specified in this section, and any other communications with legal counsel that are protected by any privilege, including the attorney client privilege.

9.5.4 Disclosure of information in violation of law.

9.5.5 Documents, correspondence or management or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session held in accordance with these Bylaws.

9.5.6 Documents, correspondence or other matters considered by the Board in executive session held in accordance with these Bylaws and the minutes of any executive session.

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

ARTICLE 10 - AMENDMENTS

Approval of a majority of the voting rights of the members is required for approval of any amendment to these Bylaws, except that the approval of members representing at least 60% of the total voting rights of the Association shall be required for any material change to the Bylaws pertaining to voting rights. An amendment shall not be effective until certified by the president of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the County Recorder's Office. No action to challenge the validity of an adopted amendment may be brought more than two (2) years after the amendment is recorded.

ARTICLE 11 - MISCELLANEOUS

11.1 Notices.

11.1.1 Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

11.1.2 Owners and Board (or any Committees).

(1) Notice by Electronic Means. In any circumstance where notice is required to be given to the members or to the Board or to Committees, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. A member may require the Association, by written demand, to provide notice to the member by regular mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit

from time to time, including requiring members to furnish the Association with a current email address.

(2) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Unit.

(3) If a Unit is jointly owned, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

11.2 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting, establishing a quorum and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

11.3 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

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


11.5 Fiscal Year. The fiscal year of the Association shall be determined by the Board.


11.6 Conflicts. 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.

State of Utah

County of Utah

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 17 day of DECEMBER, 2019.

(Sign): 
(Print Name): Jon Vignar, President

(Sign): 
(Print Name): TIM O'DAY, Secretary