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Gary W. Ott
Recorder, Salt Lake County, UT
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WHEN RECORDED RETURN TO:

Solameer Townhomes L.L.C.
c/o Woodbury Corporation
Office of General Counsel
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
(801) 485-7770

**SOLAMEER RECREATIONAL AMENITIES DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS,
AND
RESERVATION OF EASEMENTS, AND BYLAWS
AS PART OF THE PLANNED
SOLAMEER PROPERTIES DEVELOPMENT**

This Solameer Recreational Amenities Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Properties Development (the "Recreational Amenities Declaration") is executed by Solameer Townhomes L.L.C., a Utah limited liability company, of 2733 E. Parleys Way, Suite 300, Salt Lake City, UT 84109 (the "Declarant").

RECITALS:

1. Solameer Properties Development is a Utah planned residential development consisting of Solameer Apartments Subdivision ("Solameer Apartments") and Solameer Townhomes Subdivision ("Solameer Townhomes") located in Salt Lake County, Utah.
2. The project is subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in the office of the County Recorder of Salt Lake County on August 26, 2010 as Entry No. 11018444 in Book 9852 at Pages 4948 – 5060 of the official records (the "HTC Declaration").
3. The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Solameer Apartments shall be recorded contemporaneously herewith in the office of the County Recorder of Salt Lake County (the "Solameer Apartments Declaration").
4. A Solameer Apartments Final Plat for Phase 1 of Solameer Apartments has been approved by the City and shall be recorded contemporaneously herewith.
5. The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes shall be recorded contemporaneously

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herewith in the office of the County Recorder of Salt Lake County (the "Solameer Townhomes Declaration").

6. A Solameer Townhomes Final Plat for Phase 1 of Solameer Townhomes shall be recorded contemporaneously herewith.

7. Declarant is the owner of the real property located in Salt Lake County, Utah described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference ("Recreational Amenities Property").

8. The Final Plat shows the Recreational Amenities.

9. This Recreational Amenities Declaration affects the real property described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference ("Solameer Townhomes Property").

10. This Recreational Amenities Declaration affects the real property described with particularity on Exhibit "A-3" attached hereto and incorporated herein by this reference ("Solameer Apartments Property").

11. Solameer Townhomes and Solameer Apartments have been or shall be granted cross or reciprocal use easements and shall share the use of the Recreational Amenities.

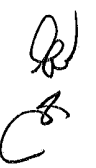
12. Solameer Townhomes and Solameer Apartments have covenanted or shall covenant to share the costs of administering the Recreational Amenities Association and operating, regulating, maintaining, repairing and replacing the Recreational Amenities.

13. The Recreational Amenities comprises areas of unique and distinctive terrain and improvements.

14. By subjecting the Recreational Amenities to this Recreational Amenities Declaration, it is the desire, intent, and purpose of Declarant to create recreational amenities and facilities, and shared common elements in which the beauty, enjoyment, and utility of the Property, and the Solameer Townhomes and Solameer Apartments, shall be substantially enhanced, which shall improve the desirability of living at the Solameer Townhomes and/or Solameer Apartments, facilitate management, administration efficiency and effectiveness, better control costs, and create an economy of scale, and, thereby, increase and preserve the utility, attractiveness, quality, economy, efficiency, and value of the lands and improvements therein.

15. Declarant has constructed or is in the process of constructing certain improvements upon the Recreational Amenities Property, including by way of illustration but not limitation a swimming pool and clubhouse.

16. Declarant intends to sell or is in the process of selling to various purchasers the fee title to the individual Lots at the Solameer Townhomes together with an appurtenant non-exclusive easement and right to access, use and enjoy the Recreational Amenities.



17. Solameer Townhomes L.L.C., the Declarant of Solameer Apartments, intends to rent the individual Apartment Units at Solameer Apartments together with the contractual non-exclusive right to access, use and enjoy the Recreational Amenities.

18. Declarant desires, by filing this Recreational Amenities Declaration to submit the Recreational Amenities Property and all improvements now or hereafter constructed thereon to the covenants, conditions and restrictions set forth herein.

19. Each and all of the easements and rights granted or created herein are appurtenant to the affected portions of the Solameer Properties Development and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such property.

20. Each and every easement, right, obligation, restriction, covenant, and provision contained in this Recreational Amenities Declaration: (a) are made for the direct, mutual, and reciprocal benefit of the respective Lots and Apartment Units; (b) create mutual equitable servitudes upon each Lot in favor of the other; (c) constitute covenants running with the land; (d) shall bind every person that may have, or acquire any fee, leasehold or other interest in any portion of the Solameer Properties Development at any time or from time to time to the extent that such interest is affected or bound by the easement, right, obligation, covenant, condition, restriction or provision or to the extent that such easement, right, obligation, covenant, condition, restriction is to be performed or respected by such person.

21. The undersigned Declarant hereby certifies that it owns or is the managing agent of the Recreational Amenities Property, and that this Recreational Amenities Declaration has been approved and accepted by the Solameer Townhomes and the Solameer Apartments, and that all of the requirements to establish this cross easement, reciprocal use easement and covenant to share costs have been satisfied.

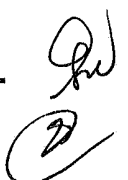
COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions, and restrictions set forth below, Declarant hereby makes the following Recreational Amenities Declaration:

I. DEFINITIONS

When used in this Recreational Amenities Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1.1 **Additional Charges** shall mean cumulatively to all costs of administration and collection, attorneys fees, late fees, accruing interest, service, filing and recordation fees, fines, penalties, sanctions, and other related charges assessed by the Recreational Amenities Association.



1.2 **Articles of Incorporation** shall mean the Articles of Incorporation of Solameer Recreational Amenities Association on file or to be filed with the State of Utah.

1.3 **Assessment(s)** shall mean any amount imposed upon, assessed or charged a Member of the Recreational Amenities Association.

1.4 **Recreational Amenities Association** shall mean the Solameer Recreational Amenities Association.

1.5 **Building** shall mean any of the Recreational Amenities buildings or structures constructed in or on the Recreational Amenities Property.

1.6 **Bylaws** shall mean the bylaws of the Association attached as Exhibit "B", which may be changed from time to time.

1.7 **City** shall mean the City of Herriman.

1.8 **Common Area or Common Area and Facilities** shall mean:

- all real property in the Property designated as such in the Final Plat, including any Limited Common Area designated as such in the Final Plat;
- all utilities servicing the Recreational Amenities; provided, however, utility installations such as power, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Recreational Amenities Association to exclude the City from the ownership and control of the utility systems so dedicated;
- swimming pool and related facilities;
- clubhouse and related facilities;
- spa and related facilities;
- play area and related facilities.

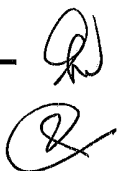
1.9 **Dwelling or Dwelling Unit(s)** shall mean an individual living unit constructed upon a Lot.

1.10 **Easement Area** shall mean the Recreational Amenities Property described with particularity on Exhibit "A-1".

1.11 **Eligible Insurer** shall mean an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Recreational Amenities Association in accordance with this Recreational Amenities Declaration.

1.12 **Eligible Mortgagee** shall mean a mortgagee, beneficiary under a trust deed or lender who has requested notice in writing of certain matters from the Recreational Amenities Association in accordance with this Recreational Amenities Declaration.

1.13 **Entry** shall mean the entry to the Project.



1.14 **Entry Monument** shall mean the monument designating the Entry.

1.15 **Final Plat** shall mean the final recorded plat map of the Recreational Amenities Property (as it may be amended or supplemented from time to time) on file in the office of the County Recorder of Salt Lake County, Utah.

1.16 **Lot** shall mean a subdivision Lot as designated on the Solameer Townhomes Final Plat or the Solameer Apartments Final Plat (or where the context clearly requires an "Apartment Unit").

1.17 **Lot Number** shall mean the number, letter or combination thereof designating a particular Lot (or where the context clearly requires an "Apartment Unit Number").

1.18 **Member(s)** shall mean a member of the Recreational Amenities Association unless the context clearly means the Owner of a Lot or a member of the Board of Directors.

1.19 **Mortgagee** shall mean any creditor or lender in a mortgage agreement, including a deed of trust or other security instrument.

1.20 **Neighborhood** shall mean either the Solameer Apartments or the Solameer Townhomes portion of the Solameer Properties Development.

1.21 **Owner(s)** shall mean the owner of a Lot. There is a presumption that the Person who is the owner of record of a Lot in the official records of the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in a Lot is the owner. A mortgagee or a beneficiary or trustee under a deed of trust is not considered the owner of a Lot unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.22 **Period of Declarant's Control** shall mean a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) seven (7) years from the effective date of this Declaration, or (b) one hundred and twenty (120) days after one-hundred percent (100.0%) of the Dwelling Units constructed upon the Lots in the Project have been sold by the Declarant and the transactions settled and closed; or (c) the Declarant executes and records a written "Waiver" of its right to control.

1.23 **Person** shall mean a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

1.24 **Project Documents** shall mean this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations.

1.25 **Property and/or Project** shall mean the Solameer Townhomes neighborhood as described on Exhibit "A" and by this reference incorporated.

1.26 **Recreational Amenities** shall mean one or more of a pool, clubhouse, spa, play area and related facilities.

1.27 **Recreational Amenities Assessment** shall mean the assessment charged by the Recreational Amenities Association to its Members.

1.28 **Recreational Amenities Association** shall mean the Solameer Recreational Amenities Association consisting of the Solameer Apartments Homeowners Association and Solameer Townhomes Homeowners Association acting or taken as a group in accordance with this Recreational Amenities Declaration.

1.29 **Recreational Amenities Declaration** shall mean this Solameer Recreational Amenities Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Properties Development.

1.30 **Recreational Amenities Expense(s)** shall mean:

- All sums lawfully assessed against the Owners;
- Expenses of administration of the Recreational Amenities Association;
- Expenses of regulating and operating the Recreational Amenities;
- Expenses of maintenance, repair or replacement of the Recreational Amenities;
- Expenses allocated by the Recreational Amenities Association among its Members;
- Expenses agreed upon as common expenses by the Recreational Amenities Association or its Board of Directors; and
- Expenses declared as common expenses by the Recreational Amenities Declaration.

1.31 **Rules and Regulations** shall mean rules and regulations as may be adopted and promulgated by the Board pursuant to the Bylaws and this Declaration, as the Board deems necessary or desirable to (i) aid it in administering the affairs of the Association, (ii) insure that the Property is maintained and used in a manner consistent with the interests of the Owners, (iii) regulate the use of the Lots, Common Area and Limited Common Area and to regulate the personal conduct of the Members and their guests thereon, and (iv) establish penalties and monetary charges for the infractions of the Project Documents, as such may be amended from time to time.

1.32 **Solameer Apartments** shall collectively and severally refer to the following items as the context requires:

1.32.1 **Solameer Apartments Homeowners Association**, which shall mean the Solameer Apartments Homeowners Association, a Utah nonprofit corporation, consisting of the

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Owner of the Solameer Apartments acting or taken in accordance with the Solameer Apartments Declaration, its successors and assigns.

1.32.2 **Solameer Apartments Declaration**, which shall mean that certain Declaration of Covenants, Conditions and Restrictions for Solameer Apartments recorded in the Office of the County Recorder of Salt Lake County, Utah, as amended and supplemented.

1.32.3 **Solameer Apartments**, which shall mean all of the real property comprising (as shown on the Solameer Apartments Final Plat) Solameer Apartments, as more particularly described on Exhibit "A-3".

1.32.4 **Solameer Apartments Owner**, which shall mean Solameer Townhomes L.L.C., a Utah limited liability company, its successors and assigns.

1.32.5 **Solameer Apartments Permittees**, which shall mean all of the renters and their guests, visitors, and invitees (collectively "Permittees").

1.32.6 **Solameer Apartments Final Plat**, which shall mean that certain final plat or plats of Solameer Apartments recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.33 **Solameer Properties Development** shall mean the Solameer Apartments, Solameer Townhomes and the shared Recreational Amenities.

1.34 **Solameer Townhomes** shall collectively and severally refer to the following items as the context requires:

1.34.1 **Solameer Townhomes Homeowners Association**, which shall mean the Solameer Townhomes Homeowners Association, a Utah nonprofit corporation consisting of all of the Owners of Lots in the Solameer Townhomes acting or taken as a group in accordance with the Solameer Townhomes Declaration.

1.34.2 **Solameer Townhomes Declaration**, which shall mean that certain Declaration of Covenants, Conditions, and Restrictions, and Reservations of Easements, and Bylaws for Solameer Townhomes, recorded in the Office of the County Recorder of Salt Lake County, Utah, and as it may be supplemented or amended.

1.34.3 **Solameer Townhomes**, which shall mean all of the real property comprising (as shown on the Herriman Townes Final Plats Phases 2, 3, and 4) Solameer Townhomes, as more particularly described on Exhibit "A-2".

1.34.4 **Solameer Townhomes Owners**, which shall mean the Owner of Lots at Solameer Townhomes, as further described in the Solameer Townhomes Declaration.



1.34.5 **Solameer Townhomes Permittees**, which shall mean all of the guests, visitors, invitees, renters, family members, contractors, licensees, successors, assigns and the like of each Owner at Solameer Townhomes (collectively "Permittees").

1.34.6 **Solameer Townhomes Final Plat**, which shall mean that certain final plat or plats of Herriman Townes Final Plats Phases 2, 3, and 4 recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.35 **Use Restrictions** shall mean land use controls expressly set forth in this Declaration and as set forth in the HTC Declaration.

II. RECREATIONAL AMENITIES ASSOCIATION

2.1 **Title to the Recreational Amenities Property.** Title to the Recreational Amenities Property is hereby transferred and conveyed to and shall be vested in the name of the Recreational Amenities Association.

2.2 **Corporate Status and Registration of the Recreational Amenities Association.**

2.2.1 The name of the Recreational Amenities Association shall be the Recreational Amenities Association if the name is available with the State of Utah.

2.2.2 It is the intent of the Declarant that the Recreational Amenities Association shall be incorporated. Articles of Incorporation shall be prepared and filed with the State of Utah. The Board may unilaterally re-file the Articles of Incorporation of the Recreational Amenities Association if its status has been suspended or dissolved, and may adopt the prior bylaws.

2.2.3 The Recreational Amenities Association shall be properly registered with the State of Utah and the registration shall be updated as required by statute. The registration shall include: (a) the name and address of the Recreational Amenities Association; (b) the name, address, telephone number, and, if applicable, e-mail address of the President of the Recreational Amenities Association; (c) the name and address of each member of the Board of Directors; (d) the name, address, telephone number, and, if the contact person wishes to use e-mail or facsimile transmission for communicating payoff information, the e-mail address or facsimile number, as applicable, of a primary contact person who shall provide payoff information on a Lot or Lots if requested.

2.3 **Membership in the Recreational Amenities Association.** The two (2) Members of the Recreational Amenities Association are the Solameer Apartments Homeowners Association and the Solameer Townhomes Homeowners Association.

2.4 **Board of Directors.** The governing board of the Recreational Amenities Association shall consist of three (3) "Directors". The Board of Directors of the Solameer Apartments Homeowners Association, as defined in the Bylaws, shall select from its Board of

Directors a delegate. The Board of Directors of the Solameer Townhomes Homeowners Association shall select from its Board a delegate. In addition, there shall be one (1) at large Director. The Director at-large shall only vote in the event of a tie. Each Director shall serve a one (1) year term. The chair person of the Board of Directors shall alternate annually: During the even numbered years it shall be the Director selected by the Solameer Apartments Homeowners Association and during the odd numbered years it shall be the Director selected by the Solameer Townhomes Homeowners Association. The Recreational Amenities Association whose President is not serving as the Chair Person shall appoint the Director at-large.

2.5 **Assignment or Transfer.** Membership in the Recreational Amenities Association may not be assigned, transferred, pledged, or alienated in any way from its Neighborhood, and any attempt to do so shall be voidable by the Recreational Amenities Association.

III. VOTING

3.1 **Voting.** Each Director shall have one (1) vote.

3.2 **With or Without a Meeting.** Voting may occur at a meeting or without a meeting.

IV. EASEMENTS

4.1. **Property Subject to the Easement.** Declarant hereby declares that the following property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to the easements and rights of way set forth below (the "Property" or "Easement Area"):

- Recreational Amenities Property; and
- Solameer Apartments Property; and
- Solameer Townhomes Property

Further, in the event of any sale, conveyance, or transfer of the Property to a third party, no further actions or agreements shall be necessary to effectuate such easements and said easements shall remain effective against and for the Property for the term hereof.

4.2 **Grant of Easement.** Declarant grants, declares, and covenants that the Property shall be benefited and burdened by a perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic, including by way of illustration but not limitation access by emergency and service vehicles, over and across the Easement Area, and the operation, regulation, use, maintenance, repair and replacement of the Common Area and Facilities, including the Recreational Amenities and utility systems. The Property shall be subject to all the benefits, burdens, rights, restrictions and costs described herein (collectively, the "Benefits and Burdens").

4.3 **Mutual Benefits and Burdens.** The mutual Benefits and Burdens herein

include:

(a) Easement. A non-exclusive easement over, to, from, under, across and through the Easement Area for the purpose of pedestrian and vehicular traffic, including by way of illustration but not limitation access by emergency and service vehicles.

(b) No Barriers. No Owner or association of Owners shall permit or suffer to be constructed or placed upon any portion of the Easement Area any gate, fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which would unreasonably limit or impair vehicular or pedestrian traffic from one portion of the Easement Area to another or shall otherwise unreasonably obstruct or interfere with the movement of pedestrians or vehicles upon or over the Easement Area, except (a) as may be reasonably necessary or appropriate during periods that construction activities are ongoing or (b) to the extent that it may be necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights in the public in any portion thereof or to the extent objectively necessary to prevent eminent damage to the Easement Area, provided that any obstruction or interference permitted under this clause shall be done in a manner reasonably calculated to minimize its impact upon, and in reasonable cooperation with, the Owners of Lots or Apartment Units comprising the Property.

4.4 **Restrictions of Use and Development.**

(a) No Construction. No Owner shall construct any building or other structure of whatsoever nature or allow any use of their respective portions of the Property if such construction or use would impair the use of the Easement Area or violate any law, ordinance, or regulation.

(b) No Parking. The Easement Area and the easements and other rights granted herein shall not be used for parking, except to the extent the parking occurs without impeding or impairing in any way ingress or egress to or use of the Easement Area.

(c) Emergency and Service Vehicles. No parking or standing of any vehicle of any kind shall be allowed that could block access by fire or other emergency personnel.

4.5 **Common Use of Easement.** The non-exclusive easements created hereby and the Easement Area are to be used in common by the Solameer Apartments, Solameer Townhomes and Recreational Amenities Associations, and the individual Owners.

4.6 **Construction Easement.** The Declarant hereby reserves for itself and its affiliates and assignees a temporary construction easement over, to, from, under, across and through the Easement Area for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Solameer Properties Development. The Owners by acceptance of a deed or other document of conveyance do hereby acknowledge and agree that there shall be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Recreational Amenities Property until all improvements are complete, and do hereby waive any right to object to such construction

activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

4.7 **Locations of Facilities Easement.** Declarant hereby reserves for itself and its affiliates and assignees a non-exclusive easement over, to, from, under, across and through the Easement Area to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, and through all Common Area and Facilities of the Solameer Properties Development in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Recreational Amenities Association. The Recreational Amenities Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

4.8 **Easements for Utilities, Drainage and Irrigation.** Easements for utilities, the common secondary water system and any weir, filter and pump station, drainage systems and facilities, irrigation and sprinkler systems are reserved hereby and on the recorded Final Plat over, to, from, under, across and through the Easement Area. No Person may do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such utilities, facilities, systems, and patterns, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the established channels in the easements and rights of way. If any such improvements, facilities, systems or patterns are altered, the Declarant expressly reserve the right to enter onto the property in order to restore the area without being guilty of a trespass. The Person responsible for the damage and the work shall be liable for the costs of repair and restoration.

4.9 **Drainage.** No Person may change the direction or flow of drainage channels or obstruct or retard the flow of water through the channels established by the Declarant over, to, from, under, across and through the Easement Area.

4.10 **Encroachment.** If any part of a Lot, Building or Common Area improvement encroaches or shall hereafter encroach upon another Lot, Building or Common Area improvement, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of a Building or improvement, by error in the Final Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Building or Common Area improvement, or any part thereof.

4.11 Joint or Common Utility Easements with Neighboring Subdivisions, Projects or Developments. The Declarant for itself and/or its successors in interest (including but not limited to the Association) hereby reserves the irrevocable and exclusive right, without any additional consent required, to enter into easement agreements with or grant easements to adjoining subdivisions, projects or developments any and all reasonable and necessary access, utility or related easements or rights of way for ingress, egress, gas, water, power, sewer, storm drain systems or the like over, to, from, under, across and through the Easement Area.

4.12 General Access Easements and Rights of Way. Declarant hereby grants and conveys to grants to the Recreational Amenities Association, Solameer Apartments Association, Solameer Townhomes Association, and the Owners, their successors and assigns, a non-exclusive and perpetual right to use and access the roads and common walk ways throughout the Easement Area vehicular and pedestrian traffic, ingress, egress and access, including all fire, emergency and maintenance vehicles. No Owner or Person shall obstruct, impede, block fence, gate, wall-off, barricade or take any action or fail to take any action which materially limits or impairs the free and unimpeded use of the foregoing access easement and right of way granted hereby. In addition, every Association, Owner, Lot and Apartment Unit shall have the right and non-exclusive easement to use and enjoy all of the Common Area and Facilities, including the Recreational Amenities. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions: (1) The right of the Associations to limit the number of guests, occupants and residents; (2) The right of the Associations to suspend the voting privilege; and (3) The right of the Associations to dedicate or transfer all or any part of the Common Area and Facilities to any public agency, authority, or utility for the purpose of regulating transportation, maintaining the roadways or providing utilities and other similar or related purposes. During the Period of Declarant's Control, any such dedication or transfer shall be effective only if approved in writing expressly by the Declarant. Subject to the Project Documents, each Owner shall be entitled to the exclusive ownership and possession of his Lot, to the exclusive use of limited Common Area appurtenant thereto (if any), to use the Common Area and Facilities, including the Recreational Amenities, and to membership in his Neighborhood Association, either the Solameer Townhomes Association or the Solameer Apartments Association.

4.13 Entry and Entry Monument Easements. The Declarant hereby reserves for itself and grants to the Solameer Townhomes Association, Solameer Apartments Association and the Recreational Amenities Association an easement for the Entry to the Project and Entry Monument, and corresponding easements for the utility, drainage and irrigation systems and facilities. No Owner or resident may do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of such improvements, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner or resident, then the Declarant reserves to itself and grants to its successors and assigns the right to enter onto the property to restore the area at the cost of the Owner or resident, and without being guilty of a trespass.

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4.14 **Construction.** All conveyances of a Lot hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Recreational Amenities Declaration, even though no specific reference to such easements appears in any such conveyance.

4.15 **Private Easement.** The easements and rights of way created hereby and the land benefitted or burdened thereby are intended to be used as a private non-exclusive easement for the use and benefit of the Solameer Apartments, Solameer Townhomes and Recreational Amenities, and not for the general public.

V. INSURANCE

5.1 **Insurance.** The Recreational Amenities Association shall at all times maintain or cause to be maintained continuously in force a public liability insurance policy providing coverage against personal injury and death claims occurring on or about, or by reason of activities in, on or about the Recreational Amenities; property damage or casualty insurance covering property damage risks and perils; directors and officers coverage; and a fidelity bond or insurance covering employee dishonesty and related claims. This Section 5.1 does not prohibit the Recreational Amenities Association from purchasing other types of insurance or endorsements.

5.2 **Insurance Company.** The insurance shall be carried with a responsible company or companies licensed in the State of Utah.

5.3 **Amount of Insurance Coverage.** The limits of such liability policy shall be at least a combined single limit of not less than \$2,000,000.00 per occurrence and \$1,000,000.00 per person for bodily injury, death and property damage. The limits for the property, D&O and fidelity bond shall be established by the insurance agent or broker of the Recreational Amenities Association.

5.4 **Name of Insured.** Such liability insurance policy shall name the Recreational Amenities Association as the insured.

5.5 **Notice of Material Change or Cancellation.** Each policy of insurance shall give the Recreational Amenities Association not less than thirty (30) days prior written notice of any material change or cancellation of the insurance policy.

VI. MAINTENANCE

6.1 **Operation and Maintenance.** The Recreational Amenities Association shall have the power, authority, right, and duty to operate, maintain and keep in a state of good condition and repair, and replace the Recreational Amenities, and in so doing, the Recreational Amenities Association shall repair any damage it may cause to the property of any Neighborhood, and restore the property to its original condition, reasonable wear and tear excepted.

6.2 **Grant of Authority.** Declarant and the Members hereby authorize the Recreational Amenities Association to:

- (a) Incur Recreational Amenities Expenses;
- (b) Charge Assessments to the Members;
- (c) Enter into contracts relating to the management, operation, maintenance, repair and replacement of the Recreational Amenities;
- (d) Collect and deposit Assessments from the Members, and disburse common funds;
- (e) Pay Recreational Amenities Expenses; and
- (f) Take such further actions as may be reasonably necessary to perform it duties hereunder.

6.3 **Payment for Goods and Services.** All goods and services procured by the Recreational Amenities Association in performing its duties hereunder shall be paid for with common funds.

VII. ASSESSMENTS

7.1 **Assessments.** Each Member shall pay to the Recreational Amenities Association its share of the Recreational Amenities Expenses. The share of each Member shall be calculated as follows. The Recreational Amenities Expenses shall be divided into equal shares, one (1) share for each of the total number of Lots (or Apartment Units) located in Solameer Apartments and Solameer Townhomes respectively. The Solameer Apartments Homeowners Association shall pay a sum equal to one (1) share multiplied by the number of Lots in Solameer Apartments and the Solameer Townhomes Homeowners Association shall pay a sum equal to one (1) share multiplied by the number of Lots in Solameer Townhomes.

7.2 **Personal Obligation.** Solameer Apartments Recreational Amenities Association and Solameer Townhomes Recreational Amenities Association hereby (and each individual Lot Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot) are considered to covenant and agree to pay to the Recreational Amenities Association its (or his or her) share of the Recreational Amenities Expenses and all Assessments.

7.3 **Computation of Assessments.** The Recreational Amenities Association shall base the annual Assessments upon budgeted estimates of the Recreational Amenities Expenses, and amounts required to establish an adequate reserve.

7.4 **Budget.** The Recreational Amenities Association shall prepare and furnish to each Member an operating budget for the coming calendar year at least thirty (30) days prior to



the beginning of each fiscal year. The Members are responsible to furnish a copy of the operating budget to the individual Owners within their respective Neighborhood.

7.5 Books and Records. The Recreational Amenities Association shall (a) keep books and records in accordance with generally accepted accounting practices, and (b) prepare monthly billing statements and/or ledgers for each Member detailing its share of the Recreational Amenities Expenses, and any other charges. Copies shall be made available to the Members and/or Owners and any Mortgagee within fourteen (14) days of receipt of a written request made in good faith and for a legitimate purpose.

7.6 Payment. All Assessments and each Member's share of the Recreational Amenities Expenses shall be payable in twelve (12) equal monthly installments. Monthly invoices for each Member shall be prepared by the Recreational Amenities Association or its designee. Payment of the Assessments must be made within thirty (30) days from the date the invoice is delivered to the Member. A late fee in an amount to be determined by the Board of Directors may be assessed on all payments received more than ten (10) days after the due date. Default interest at the rate to be determined by the Board of Directors may be charged on the outstanding balance on all delinquent accounts.

7.7 Reserves. The Recreational Amenities Association shall establish and fund a reasonable reserve account or accounts for unforeseen operating expenses, major repairs, and capital improvements. In the event the reserve account falls below an amount considered acceptable by the Board of Directors, then, in its sole discretion and without any additional approval required, the Recreational Amenities Association may restore or replenish the account by an equitable increase in the monthly Assessment, a special Assessment, or any combination.

7.8 Reserve Analysis. The Board of Directors shall at least every five (5) years create a reserve study. The Board of Directors shall update the reserve study every two (2) years. The reserve study shall list each major asset and physical improvement in the Recreational Amenities, as well as its expected useful life, the present cost of replacement, the estimated cost to replace the item at the end of its useful life, the percentage and amount of each Assessment designated for the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

7.9 Copy of Reserve Analysis or Update. The Board of Directors shall make the reserve analysis available to the Members, who shall make it available to the individual Owners and any Mortgagee at their respective annual meetings.

7.10 Lien. If a Member fails to make payment of any Assessment or its share of the Recreational Amenities Expenses or if an individual Owner fails or refuses to make payment of his share of the Recreational Amenities Expenses, when due, that amount shall constitute a lien on the interest of the Member and/or Owner in (a) the Project, (b) the respective Neighborhood, and/or (c) his Lot, and upon the recording of notice of lien by the Recreational Amenities Association, Board of Directors or its designee it is a lien upon the Member's and/or Owner's interest in the said property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the property in favor of any assessing unit or



special improvement district; (2) encumbrances on the interest of the Member and/or Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances; and (3) any liens such as a mortgage lien, deed of trust, assignment of leases, or similar security instruments securing a loan from an institutional lender.

7.11 **Remedies.** If any Assessment remains unpaid, the Recreational Amenities Association or its designee may institute suit to (a) collect the amounts due, (b) foreclose the lien, and/or (c) pursue any other remedy allowed by law or equity.

7.12 **No Waiver.** No Member or Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the non-use of the Recreational Amenities or the abandonment of his Lot.

7.13 **Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Recreational Amenities Association or Board of Directors to take some action or perform some function required to be taken or performed by the Recreational Amenities Association or Board of Directors under this Recreational Amenities Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Recreational Amenities Association, or from any action taken to comply with any law, ordinance, or with any 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 each Member and Owner.

7.14 **Foreclosure of Lien as Mortgage or Trust Deed.**

(a) The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest in the property by the Recreational Amenities Association or its designee.

(b) Both judicial and non-judicial foreclosures are permitted. Proper notice of intent to proceed with non-judicial foreclosure must be provided to the Owner as required by statute. The sale or foreclosure shall be conducted in the same manner as judicial or non-judicial foreclosures in deeds of trust or mortgages or in any other manner permitted by law.

(c) In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot or Dwelling during the pendency of the foreclosure action.

(d) The Recreational Amenities Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security.

(e) The Recreational Amenities Association may bid for the property at the foreclosure or other sale and hold, lease, mortgage, or convey the same. At least thirty (30) calendar days before initiating a non-judicial foreclosure, the Recreational Amenities

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Association shall provide written notice to the Owner of the Lot by certified mail (return receipt requested) that it intends to foreclose the lien non-judicially. The Assessment lien may be junior and subordinate to a mortgage or similar security instrument securing a loan and, if so, the foreclosure of an Assessment lien shall not affect or impair such liens or the priority of such liens; that is, the property shall remain subject to such senior liens and encumbrances.

7.15 Discontinuance of Common Utility Service and/or Suspension of Right to Access or Use Recreational Amenities. If a Member and/or Owner fails or refuses to pay an Assessment when due, the Recreational Amenities Association or its designee may, after giving notice and an opportunity to be heard as provided for below, terminate the Member's and/or Owner's right to receive utility services paid as a Common Expense and/or of access to and use of the Recreational Amenities. Before terminating utility services or the right of access to and use of the Recreational Amenities, the Manager or Board of Directors shall give written notice to the Member and/or Owner. The notice shall inform the Member and/or Owner: (i) that utility service or right of access to and use of the Recreational Amenities shall be terminated if payment of the Assessment is not received within thirty (30) days; (ii) of the amount of the Assessment due, including any interest or late payment fee; and (iii) of the right to request a hearing. A Member and/or Owner who is given notice may request an informal hearing to dispute the Assessment by submitting a written request to the Manager or Board of Directors within fourteen (14) days after the date on which the Member and/or Owner receives the notice. The hearing shall be conducted by the Board of Directors. If a hearing is requested, utility services or the right of access to and use of the Recreational Amenities may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the Assessment due, including any interest or late payment fee, the Manager or Board of Directors shall immediately take action to reinstate the terminated utility services and right of access to and use of the Recreational Amenities.

7.16 Rents. Subject to Subsection 7.17.2 below, if an Owner who is renting his Lot fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable, the Board of Directors or its designee may demand the renter to pay to the Recreational Amenities Association all future rent payments due said Owner, commencing with the next monthly or other periodic payment, until the amount due to the Recreational Amenities Association is paid. The Manager or Board of Directors must give the Owner written notice of its intent to demand full payment from the renter.

7.17 Mortgagee's Rights and Protection.

7.17.1 Protection Against Impairment of Security Interest. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value, including by way of illustration but not limitation the security interest against the Recreational Amenities Property or a Lot in the Solameer Townhomes or Solameer Apartments, or the Lot's appurtenant interest in the Recreational Amenities Association, the Common Area and Facilities, and/or the non-exclusive right to access and use the Recreation Amenity. Any first mortgagee, grantee or purchaser who obtains title to the Recreational Amenities Property, or any portion thereof, or a Lot in the Solameer Townhomes or Solameer Apartments, or the Lot's appurtenant interest in the

Recreational Amenities Association, the Common Area and Facilities, and/or the non-exclusive right to access and use the Recreational Amenities pursuant to the remedies in the mortgage or trust deed or through foreclosure, including by way of illustration but not limitation, a trustee's deed or deed in lieu of foreclosure are hereby expressly excluded from any leasing or rental restrictions. Any lien or claim against a Lot for unpaid Assessments levied by the Recreational Amenities Association pursuant to this Recreational Amenities Declaration shall be subordinate to any Mortgage on said Lot recorded on or before the date such Assessments become due. In addition:

(a) **Effects of Voluntary and Involuntary Sale.** The lien or claim against a Lot for any such unpaid Assessments shall not be affected by any sale or transfer of such Lot, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Lot or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Lot from liability for the lien of any Assessments becoming due thereafter.

(b) **Books and Records Available for Inspection.** The Recreational Amenities Association shall make available to Mortgagees, lenders, holders, insurers or guarantors of any Mortgage or security interest in the Recreational Amenities Property current copies of the Recreational Amenities Declaration, Bylaws, and administrative Rules and Regulations concerning the Recreational Amenities, as well as the books, records, and financial statements of the Recreational Amenities Association. The term "available," as used in this Paragraph (a), shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances upon at least fourteen (14) days prior written notice. The Recreational Amenities Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

(c) **Right to Financial Statement.** The holder, insurer or guarantor of any Mortgage or other security interest against the Recreational Amenities Property shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within at least fourteen (14) days prior written notice.

(d) **Management Contracts.** Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Recreational Amenities Association shall provide, or be deemed to provide hereby, that:

(1) Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(2) No contract may be for an initial term greater than one (1) year.

(e) **Eligible Mortgagee Designation.** Upon written request to the Recreational Amenities Association by the holder, insurer, or guarantor of a Mortgage or other



security interest (which request identifies the name and address of such holder, insurer or guarantor and a description, parcel number or the address of the property encumbered by the Mortgage or security interest held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be considered thereafter to be an "Eligible Mortgagee", "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Recreational Amenities Association, and shall be entitled to timely written notice of any of the following:

(1) **Condemnation Loss or Award.** Any condemnation loss or any casualty loss which affects a material portion of the real property on which there is a Mortgage or security instrument held, insured, or guaranteed by such Eligible Mortgagee, Eligible Insurer or Eligible Guarantor.

(2) **Delinquency.** Any delinquency in the payment of Assessments owed by the owner of the real property subject to the Mortgage or security instrument held, insured or guaranteed by such Eligible Mortgagee, Eligible Insurer or Eligible Guarantor, which delinquency remains uncured for a period of sixty (60) days.

(3) **Lapse of Insurance.** Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Recreational Amenities Association.

(4) **Consent Required.** Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

7.17.2 **Assessments.** Any first mortgagee, grantee or purchaser who obtains title to a Lot pursuant to the remedies in the mortgage or trust deed or through foreclosure, including by way of illustration but not limitation, a trustee's deed or deed in lieu of foreclosure, shall not be liable for any unpaid regularly budgeted or special Assessments, dues or charges which accrued before acquisition of the title to the Lot by said first mortgagee, grantee or purchaser.

7.17.3 **Joint and Several Liability.** All other grantees who obtain title to a Lot in a voluntary conveyance or pursuant to the remedies in a non-first mortgage or trust deed or through foreclosure of a non-first mortgage or trust deed shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, regular and/or special, dues, charges, late fees, default interest and collection costs, including a reasonable attorneys fee, against the Lot, and for its share of the Recreational Amenities Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

7.17.4 **Mortgagee's Priority Interest in Rents.** Anything to the contrary notwithstanding, the right of the holder of mortgage, trust deed or other similar security instrument against the Solameer Apartments to collect rents pledged as collateral for a loan shall have absolute and unconditional priority over any claim of the Recreational Amenities Association to such rents.

7.17.7 **Assignment of Rights.** If the Owner of a Lot located within Solameer Townhomes or the Owner of the Solameer Apartments secured by a mortgage or deed of trust, and the Owner defaults on his said security instrument, and any mortgagee, grantee or purchaser obtains title to the property pursuant to the remedies in the mortgage or trust deed or through foreclosure, including by way of illustration but not limitation, a trustee's deed or deed in lieu of foreclosure, then said Person shall be assigned hereby all of the right, title and interest of said Owner (the "Borrower") in and to the Recreational Amenities, unless said Person records in the Office of the Salt Lake County Recorder a written "Notice of Rejection of Assignment of Rights of Borrower".

7.17.6 **Consent.** The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Recreational Amenities or to amend any material provision of this Recreational Amenities Declaration or the Final Plat.

VIII. MISCELLANEOUS

8.1 **Covenants to Run with Land.** This Recreational Amenities Declaration and all of the covenants, provisions, and requirements hereof are intended to be and shall constitute covenants running with the land or equitable servitudes, and shall be binding upon and shall inure to the benefit of the parties to this Recreational Amenities Declaration and the Members and Owners, as well as their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. This Recreational Amenities Declaration and all of the covenants, provisions, and requirements hereof shall be binding upon each Member and Owner. Each Member (and Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot) hereby consents and agrees to be subject to and bound by this Recreational Amenities Declaration, and all of the covenants, conditions, restrictions, provisions, and requirements hereof.

8.2 **Amendment of this Recreational Amenities Declaration.**

8.2.1 **Declarant Right to Amend.** The Declarant may unilaterally amend or terminate this Recreational Amenities Declaration for seven (7) years from the effective date of this Recreational Amenities Declaration; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owner of the property, nor shall it adversely affect title to any property without the consent of the affected Owner. No additional approval is required.

8.2.2 **Right to Amend Declaration Under Certain Conditions.** Notwithstanding anything contained in this Recreational Amenities Declaration to the contrary, this Recreational Amenities Declaration may be unilaterally amended by Declarant if such amendment is:

- (a) necessary to correct typographical errors or inadvertent omissions;



(b) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or

(c) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the property, in whole or in part, subject to this Recreational Amenities Declaration; provided, however, any such amendment shall not materially adversely affect the title to such property unless the owner thereof shall consent to the change in writing.

8.2.3 To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Recreational Amenities Declaration to such extent and with such language as may be requested by the Utah State Department of Real Estate (or similar agency) or a government agency such as HUD, FHA, VA, FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Recreational Amenities Declaration or approval of the sale of a Lot or Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or Lots, or any portion of the Solameer Properties Development. Any such amendment shall be effected by the recordation by Declarant of a written amendment duly signed, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment, and setting forth the change, modification or amendment requested by such agency or institution. Recordation of such an amendment shall be considered conclusive proof of the agency's or institution's request for such an amendment, and such amendment, when recorded, shall be binding upon all Lots and all Persons having an interest in the Solameer Properties Development. It is the desire of Declarant to retain control of the Solameer Properties Development, including the Recreational Amenities Property, and its activities during the anticipated period of planning, development and marketing. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Declarant, Declarant shall have the unilateral right to amend this Recreational Amenities Declaration to restore such control.

8.2.4 Declarant's Rights. No provision of this Recreational Amenities Declaration reserving or granting to Declarant any Developmental Rights shall be without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

8.2.5 General. Except as provided elsewhere in this Recreational Amenities Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Recreational Amenities Declaration shall require the unanimous consent of all Members and the Declarant. Any amendment authorized pursuant to this Section 8 shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the legal representative of the Owners. In such instrument the legal representative shall certify that the vote required by this section for amendment has occurred.

8.3 Partial Invalidity. The invalidity or unenforceability of any portion of this Recreational Amenities Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Recreational Amenities Declaration or the application thereof to any party to this Recreational Amenities Declaration, or circumstance should to any extent be invalid, the remainder of this Recreational Amenities Declaration or the application of such provision to any party to this Recreational Amenities Declaration, or circumstances other than those as to which a holding of invalidity is reached shall not be effected thereby (unless necessarily conditioned or dependent upon the provisions or circumstances as to which a holding of invalidity is reached), and each provision of this Recreational Amenities Declaration shall be valid and enforceable to the fullest extent permitted by law.

8.4 Effective Dates and Duration. This Recreational Amenities Declaration and all of the provisions hereof (except any provisions which by their terms may cease to be effective at an earlier time) shall remain effective until this Recreational Amenities Declaration is terminated and extinguished by a written "Termination of Recreational Amenities Declaration" filed with the Salt Lake County Recorder, and executed by all of the parties hereto.

8.5 Dispute Resolution and Limitation on Litigation/Covenant Not to Sue.

8.5.1 Litigation. The Declarant, Recreational Amenities Association and all Persons subject to this Recreational Amenities Declaration ("Bound Party(ies)") agree to encourage the amicable resolution of disputes involving the Property, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees by acceptance of a deed or other document of conveyance to a Lot that any and all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including by way of illustration but not limitation any and all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Recreational Amenities Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations (collectively "Claim(s)"), except for those Claims authorized in Section 8.5.2 below, shall be resolved by negotiation, and if negotiations fail, then by mediation, and if mediation fails, then by binding arbitration in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim. Anything to the contrary notwithstanding, except for those Claims authorized in Section 8.5.2 below, each Bound Party hereby covenants not to sue and no mediation, arbitration or litigation of a Claim may be commenced by a Bound Party which shall or may require the Recreational Amenities Association to incur or suffer attorneys fees and costs without the express prior written consent and authorization of at least two-thirds (2/3) of the total percentage of ownership interest in the Property. The Bound Parties waive their rights to a jury trial.

8.5.2 Exempt Claims. The following Claims shall be exempt from the provisions of Section 8.5.1 above ("Exempt Claims"):

(a) Any and all suits by the Recreational Amenities Association against any Bound Party to obtain a personal judgment for unpaid assessments, fines and related costs or to foreclose a lien securing such obligations. Non-judicial foreclosures shall also be considered Exempt Claims;

(b) Any and all suits by the Recreational Amenities Association to obtain a temporary restraining order, temporary injunction, permanent injunction or other equivalent emergency equitable relief and such other ancillary relief as the court may deem necessary or appropriate to maintain the status quo at the Property and preserve the Recreational Amenities Association's ability to enforce the use restrictions and architectural standards;

(c) Any and all suits between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the law of the State of Utah in the absence of a claim based on the Recreational Amenities Declaration, Bylaws, Articles of Incorporation or Rules and Regulations, if the amount in controversy exceeds the statutory "Small Claims" jurisdictional limit; and

(d) Any and all suits involving two or more Persons where all of the Persons are not Bound Parties.

8.5.3 Optional Remedy. Any Bound Party having an Exempt Claim may submit it to arbitration or mediation but there is no obligation to do so. The submission of an Exempt Claim involving the Recreational Amenities Association to arbitration or mediation shall require the express prior written consent and authority of the Recreational Amenities Association.

8.6 Captions. The captions or headings which precede the paragraphs of this Recreational Amenities Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

8.7 Construction. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

8.8 Governing Law. This Recreational Amenities Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

8.9 Enforcement and Attorneys Fees. In the event of a material violation of this Recreational Amenities Declaration, the Manager, Board of Directors or an aggrieved Member may bring an action for injunctive relief and/or damages. If this Recreational Amenities Declaration is referred to an attorney for interpretation or enforcement, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs, regardless of whether arbitration is commenced or a lawsuit is filed.

8.10 Registered Agent. The initial registered agent of the Recreational Amenities Association is Walker Kennedy III. The initial registered office of the Recreational Amenities Association is Woodbury Corporation at 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109.

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8.11 **Professional Manager.** The Recreational Amenities Association must be managed either (a) by the Declarant or one of Declarant's employees, agents, representatives, designees or affiliates or (b) a professional property manager or management company selected by the Board of Directors (the "Manager"), anything to the contrary notwithstanding. This Section 8.11 may not be changed without the prior express written consent of Declarant, all Owners at Solameer Townhomes and Solameer Apartments, all Mortgagees at Solameer Townhomes and Solameer Apartments, and all Members of the Recreational Amenities Association.

IX. TERMINATION

9. **Transfer of Control and Maintenance of the Recreational Amenities upon Dissolution of the Recreational Amenities Association.** In the event of the dissolution of the Recreational Amenities Association, or any of the Members, the operation, control and maintenance of the Recreational Amenities shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner of a Unit or Lot within a Neighborhood shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Recreational Amenities and improvements on a pro rata basis which conforms substantially with the assessment procedure, terms and conditions set forth herein. To the extent the foregoing is not possible, the Recreational Amenities shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to the Owners as renters in common.

X. DURATION

10. **Term.** This Recreational Amenities Declaration shall continue for a term of fifty (50) years from its date of recordation in the office of the Salt Lake County Recorder. Thereafter, this Recreational Amenities Declaration shall be automatically extended for successive periods of ten (10) years unless or until the Members unanimously and sixty-seven percent (67%) of the Eligible Mortgagees pursuant to Section 7.17.6 of this Recreational Amenities Declaration determine to terminate this Recreational Amenities Declaration.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Declarant has executed this instrument the 28th day of February, 2014.

DECLARANT:

SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company

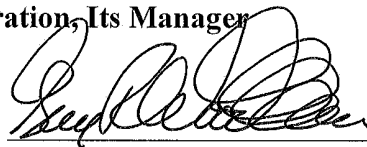
By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership,

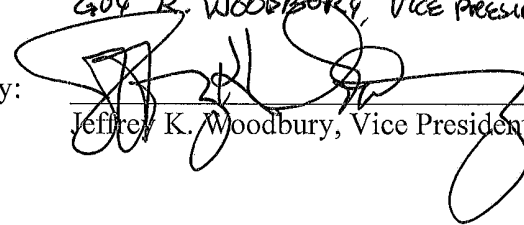
By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: 

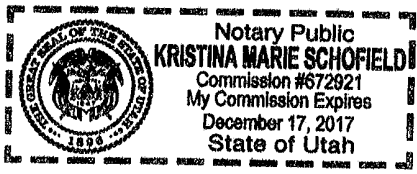
~~O. Randall Woodbury, President~~
GUY R. WOODBURY, VICE PRESIDENT

By: 

Jeffrey K. Woodbury, Vice President

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

On the 28 day of FEBRUARY 2014, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice-President of WOODBURY CORPORATION, known to be the Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Kristina Marie Schofield
Notary Public

(Handwritten initials)

EXHIBIT "A-1"

LEGAL DESCRIPTION FOR THE PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, UTAH.

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 13.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 537.91 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°11'38" EAST, A DISTANCE OF 228.86 FEET; THENCE NORTH 55°39'37" EAST, A DISTANCE OF 102.86 FEET; THENCE ALONG AN ARC 26.90 FEET TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS NORTH 67°59'33" EAST, FOR A DISTANCE OF 26.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 37°58'37" EAST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 29.62 FEET TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS NORTH 14°21'18" WEST, FOR A DISTANCE OF 29.48 FEET; THENCE NORTH 24°20'23" WEST, A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 52°27'55" WEST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 74°20'23" WEST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 83°47'09" WEST, FOR A DISTANCE OF 9.43 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 27°32'05" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 08°42'00" EAST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.13 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 08°10'29" WEST, FOR A DISTANCE OF 8.82 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 11.19 FEET TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS NORTH 35°10'40" WEST, FOR A DISTANCE OF 11.19 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS NORTH 54°13'34" WEST FOR A DISTANCE OF 15.63 FEET; THENCE ALONG AN ARC 196.95 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 46°37'08" EAST, FOR A DISTANCE OF 196.45 FEET; THENCE NORTH 39°31'18" EAST, A DISTANCE OF 13.60 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF HERRIMAN ROSE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 21.79 FEET, THE CHORD OF WHICH IS NORTH 81°07'49" EAST, FOR A DISTANCE OF 19.92 FEET TO A POINT OF REVERSE CURVATURE, (2) ALONG A 366.00 FOOT CURVE TO THE LEFT, A DISTANCE OF 207.89 FEET, THE CHORD OF WHICH IS SOUTH 73°32'01" EAST, FOR A DISTANCE OF 205.11 FEET, (3) SOUTH 89°48'22" EAST, A DISTANCE OF 159.86 FEET, (4) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, THE CHORD OF WHICH IS SOUTH 44°48'22" EAST, FOR A DISTANCE OF 28.28 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF 5195 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE REMAINING COURSES: (1) SOUTH 00°11'38" WEST, A DISTANCE OF 532.52 FEET, (2) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET, THE CHORD OF WHICH IS SOUTH 45°17'56" WEST, FOR A DISTANCE OF 28.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 302,343 SQ. FT. OR 6.941 ACRES, MORE OR LESS.

EXHIBIT "A-2"

LEGAL DESCRIPTION FOR
SOLAMEER TOWNHOMES

The Land described in the foregoing document as Solameer Townhomes is located in Salt Lake County, Utah and is described more particularly as follows:

PARCEL A OF HERRIMAN TOWNES PHASE 1 OR MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 551.12 FEET AND FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 594.92 FEET; THENCE NORTH 00°24'13" EAST, A DISTANCE OF 319.05 FEET; THENCE NORTH 89°22'06" EAST, A DISTANCE OF 143.20 FEET; THENCE ALONG AN ARC 494.69 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 71°32'32" EAST, FOR A DISTANCE OF 486.74 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS SOUTH 54°13'34" EAST, FOR A DISTANCE OF 15.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 11.19 FEET TO THE RIGHT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS SOUTH 35°10'40" EAST, FOR A DISTANCE OF 11.19 FEET; THENCE SOUTH 34°20'23" EAST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 9.13 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 08°10'29" EAST, FOR A DISTANCE OF 8.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS SOUTH 08°42'00" WEST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 27°32'05" WEST, FOR A DISTANCE OF 9.43 FEET, THENCE SOUTH 34°20'23" EAST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 83°47'09" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS SOUTH 74°20'23" EAST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 52°27'55" EAST, FOR A DISTANCE OF 9.43 FEET; THENCE SOUTH 24°20'23" EAST A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 29.62 FEET TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS SOUTH 14°21'18" EAST FOR A DISTANCE OF 29.48 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 37°58'37" WEST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 26.90 FEET TO THE LEFT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS SOUTH 67°59'33" WEST FOR A DISTANCE OF 26.70 FEET; THENCE SOUTH 55°39'37" WEST, A DISTANCE OF 102.86 FEET; THENCE SOUTH 00°11'38" WEST, A DISTANCE OF 228.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 229,602 SQ. FT. OR 5.271 ACRES, MORE OR LESS.



EXHIBIT "A-3"

LEGAL DESCRIPTION FOR
SOLAMEER APARTMENTS

The Land described in the foregoing document as Solameer Apartments is located in Salt Lake County, Utah and is described more particularly as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, UTAH.

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 13.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 537.91 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°11'38" EAST, A DISTANCE OF 228.86 FEET; THENCE NORTH 55°39'37" EAST, A DISTANCE OF 102.86 FEET; THENCE ALONG AN ARC 26.90 FEET TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS NORTH 67°59'33" EAST, FOR A DISTANCE OF 26.70 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 37°58'37" EAST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 29.62 FEET TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS NORTH 14°21'18" WEST, FOR A DISTANCE OF 29.48 FEET; THENCE NORTH 24°20'23" WEST, A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 52°27'55" WEST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 74°20'23" WEST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 83°47'09" WEST, FOR A DISTANCE OF 9.43 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 27°32'05" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS NORTH 08°42'00" EAST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.13 FEET TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 08°10'29" WEST, FOR A DISTANCE OF 8.82 FEET; THENCE NORTH 34°20'23" WEST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 11.19 FEET TO THE LEFT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS NORTH 35°10'40" WEST, FOR A DISTANCE OF 11.19 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS NORTH 54°13'34" WEST FOR A DISTANCE OF 15.63 FEET; THENCE ALONG AN ARC 196.95 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 46°37'08" EAST, FOR A DISTANCE OF 196.45 FEET; THENCE NORTH 39°31'18" EAST, A DISTANCE OF 13.60 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF HERRIMAN ROSE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 21.79 FEET, THE CHORD OF WHICH IS NORTH 81°07'49" EAST, FOR A DISTANCE OF 19.92 FEET TO A POINT OF REVERSE CURVATURE, (2) ALONG A 366.00 FOOT CURVE TO THE LEFT, A DISTANCE OF 207.89 FEET, THE CHORD OF WHICH IS SOUTH 73°32'01" EAST, FOR A DISTANCE OF 205.11 FEET, (3) SOUTH 89°48'22" EAST, A DISTANCE OF 159.86 FEET, (4) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, THE CHORD OF WHICH IS SOUTH 44°48'22" EAST, FOR A DISTANCE OF 28.28 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF 5195 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE REMAINING COURSES: (1) SOUTH 00°11'38" WEST, A DISTANCE OF 532.52 FEET, (2) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET, THE CHORD OF WHICH IS SOUTH 45°17'56" WEST, FOR A DISTANCE OF 28.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 302,343 SQ. FT. OR 6.941 ACRES, MORE OR LESS.

B
A

EXHIBIT "B"
BYLAWS OF THE
SOLAMEER RECREATIONAL AMENITIES ASSOCIATION
a Utah Nonprofit Corporation

ARTICLE I
NAME AND LOCATION

1.1 **Name and Location.** The name of the Utah nonprofit corporation is Solameer Recreational Amenities Association (the "Recreational Amenities Association"). The initial principal office of the corporation shall be located at 2733 E. Parleys Way, Suite 300, Salt Lake City, UT 84109, but meetings of Members and Board of Directors may be held at such places within the State of Utah as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

2.1 **Definitions.** Except as otherwise provided herein or as may be required by context, all terms defined in Article I of the Recreational Amenities Declaration shall have such defined meanings when used in these Bylaws.

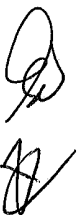
ARTICLE III
MEETINGS OF THE RECREATIONAL AMENITIES ASSOCIATION

3.1 **Annual Meeting.** The Recreational Amenities Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

3.2 **Special Meetings.** Special meetings of the Recreational Amenities Association may be called at any time by the Chair Person or by a majority of the Directors.

3.3 **Notice of Meetings.** Written notice of each meeting of the Recreational Amenities Association shall be given to each Director by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Director addressed to the Director's address last appearing on the books of the Recreational Amenities Association, or supplied by such Director to the Recreational Amenities Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting shall specify the purpose of the meeting.

3.4 **Quorum.** A majority of the Directors present in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Recreational Amenities Declaration, or these Bylaws.

Two handwritten signatures are present in the bottom right corner of the page. The top signature is a cursive-style name, and the bottom signature is a more stylized, possibly initials-based mark.

3.5 **Proxies.** At all Recreational Amenities Association meetings, each Member/Director may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall expire, if not previously revoked, eleven (11) months after the date it is given by the Member/Director.

ARTICLE IV BOARD OF DIRECTORS AND TERM OF OFFICE

4.1 **Replacement.** If any Director resigns or is otherwise unable or unwilling to serve, then the respective Member of the resigning Director shall appoint a replacement to complete his or her term of office.

4.2 **Term of Office.** Each Director on the Board of Directors shall serve a term of at least one (1) year.

4.3 **Compensation.** No Director shall receive compensation for any service he may render to the Recreational Amenities Association as a member of the Board of Directors, although he may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

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

4.5 **Voting.** Each Director shall be entitled to cast one (1) vote on each issue or matter.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1 **Powers.** The Recreational Amenities Association shall have all of the powers of a Utah nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Recreational Amenities Declaration, and these Bylaws. The Recreational Amenities Association, through its Board of Directors, shall have the power to perform any and all lawful acts which may be necessary or proper for, or incident to, the exercise of any of the express powers of the Recreational Amenities Association. Without in any way limiting the generality of the foregoing, the Recreational Amenities Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V.

5.1.1 **Assessments.** The Recreational Amenities Association, through its Board of Directors, shall have the power and duty to levy Assessments on the Members, and to enforce payment of such Assessments in accordance with the Recreational Amenities Declaration.



5.1.2 **Recreational Amenities.** The Recreational Amenities Association, through its Board of Directors, shall have the duty to maintain and manage the Recreational Amenities and all facilities and improvements thereon. In addition, the Recreational Amenities Association shall:

- a. Maintain and repair in an attractive, safe and functional condition the Recreational Amenities;
- b. Pay all taxes and assessments levied upon the Recreational Amenities and all taxes and assessments payable by the Recreational Amenities Association;
- c. Obtain any water, sewer, gas and electric services needed for the Recreational Amenities¹;
- d. Budget for, bill and collect Recreational Amenities Expenses from the Members; and
- e. Do each and every other thing reasonable and necessary to operate the Recreational Amenities and the Recreational Amenities Association.

ARTICLE VI OFFICERS AND THEIR DUTIES

6.1 **Enumeration of Officers.** The officers of the Recreational Amenities Association shall be a President and Secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of President and Secretary at the same time. The officers need not be Directors.

6.2 **Election of Officers.** The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

6.3 **Term.** Each officer of the Recreational Amenities Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

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

6.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such

¹ The cost of utility services, including water, sewer, power, and gas, shall be allocated among the Members and Owners in the same manner as the Assessments.



resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

6.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

6.7 **Chair Person.** The Chair Person shall (a) preside at all meetings of the Board of Directors, (b) see that orders and resolutions of the Board of Directors are carried out, and (c) sign all contracts.

6.8 **Secretary.** The Secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Recreational Amenities Association, (b) keep the corporate seal of the Recreational Amenities Association, if any, and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Recreational Amenities Association, (d) keep appropriate current records showing the Members of the Recreational Amenities Association together with their addresses, and (e) perform such other duties as may be required by the Board of Directors.

ARTICLE VII COMMITTEES

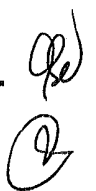
7.1 **Committees.** The Board of Directors may appoint such committees and subcommittees as deemed appropriate in carrying out its purpose.

ARTICLE VIII BOOKS AND RECORDS

8.1 **Books and Records.** The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Recreational Amenities Association, and the administration of the Recreational Amenities, specifying the maintenance and repair expenses of the Recreational Amenities and any other necessary expenses incurred. All documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Members, their duly authorized agents or attorneys, during general business hours on working days. The books, records and papers of the Recreational Amenities Association shall at all times be kept in accordance with generally accepted accounting practices.

8.2 **Signatures.** All checks, drafts, contracts, and legally binding agreements must be signed by those parties designated by the Board of Directors.

8.3 **Bookkeeping.** The accounting and financial statements for the Recreational Amenities Association must be kept and prepared by either the Manager or an independent bookkeeper or accountant, who may not be a member of the Board of Directors or an officer of the Recreational Amenities Association. A quarterly profit and loss statement, balance sheet, and check register shall be sent or delivered by the Manager, bookkeeper or accountant to each



Director and Member or their designee. The Manager, accountant or bookkeeper shall prepare and file all tax returns for the Recreational Amenities Association.

8.4 **Audit.** The decision of (a) the Directors or (b) the majority vote of all of the total ownership interest at Solameer Apartments and Solameer Townhomes is necessary and sufficient to require a Compilation Report, Reviewed Financial Statement or an Audited Financial Statement of the financial statements, books and records of the Recreational Amenities Association, which shall be a Recreational Amenities Expense.

ARTICLE IX AMENDMENTS

9.1 **Amendment to Bylaws.** These Bylaws may be amended by a majority vote of (a) the Directors or (b) the total ownership interest of the Solameer Apartments and the Solameer Townhomes .

9.2 **Conflict Between Articles, Bylaws and Declaration.** In the case of any conflict between the Articles and these Bylaws, the Articles shall in all respects govern and control; and in the case of any conflict between the Recreational Amenities Declaration and these Bylaws, the Recreational Amenities Declaration shall in all respects govern and control.

ARTICLE X MISCELLANEOUS

10.1 **Miscellaneous.** The fiscal year of the Recreational Amenities Association shall begin on the first day of January and end on the 31st day of December of the same year, except that the first fiscal year shall begin on the date of incorporation.

[Signature Pages to Follow]



IN WITNESS WHEREOF, Declarant has executed this instrument the 28th day of February, 2014.

DECLARANT:

SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company

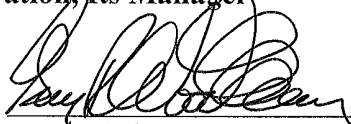
By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership,

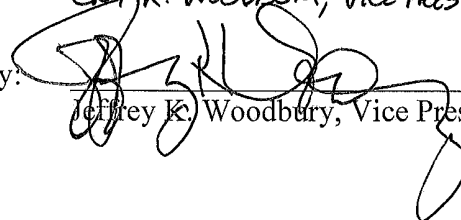
By: WSP TRUFFLES L.L.C., a Delaware limited liability company, Its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: 

~~O. Randall Woodbury, President~~
GUY R. WOODBURY, VICE PRESIDENT

By: 

Jeffrey K. Woodbury, Vice President

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

On the 28 day of FEBRUARY 2014, before me personally appeared O. RANDALL WOODBURY and JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that they are the President and Vice-President of WOODBURY CORPORATION, known to be the Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Kristina Marie Schofield
Notary Public

[Handwritten initials]