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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HARMONY HOMEOWNERS ASSOCIATION, INC.**

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**September, 27, 2018**

ARTICLE 1	DEFINITIONS	2
1.1	Additional Charges	2
1.2	Annexation Agreement	2
1.3	Area of Common Responsibility or Common Area	2
1.4	Articles	3
1.5	Assessment	3
1.6	Association	3
1.7	Board	3
1.8	Builder	3
1.9	Business and Trade	3
1.10	Bylaws	4
1.11	City	4
1.12	Common Expenses	4
1.13	Community	4
1.14	Community Association Act	4
1.15	Community Wide Standard	4
1.16	Declarant	4
1.17	Declaration	4
1.18	Dedicated Streets	5
1.19	Defined Terms in Master Declaration	5
1.20	Director	5
1.21	District	5
1.22	District Property	5
1.23	Governing Documents	5
1.24	Improvement	5
1.25	Limited Common Areas and Limited Common Elements	5
1.26	Lot	5
1.27	Map	5
1.28	Majority	6
1.29	Master Association	6
1.30	Master Declarant	6
1.31	Master Declaration	6
1.32	Member	6
1.33	Mortgage	6
1.34	Mortgagee	6
1.35	Nonprofit Act	6
1.36	Owner	6
1.37	Person	7
1.38	Plat	7
1.39	Project	7
1.40	Recreational, Oversized, or Commercial Vehicle	7
1.41	Resident	7
1.42	Restriction	7
1.43	Rules and Regulations	7
1.44	Supplemental Declaration	7
1.45	Turnover Meeting	7
1.46	Unit	7
1.47	Unplatted Parcel	8

1.48	Voting Member	8
ARTICLE 2	SUBMISSION, WITHDRAWAL, EXPANSION	8
2.1	Submission	8
2.2	Change; Withdrawal	8
2.3	Expansion	9
2.4	Sub-Associations	9
ARTICLE 3	RESERVED	9
ARTICLE 4	PROPERTY AND USE RIGHTS IN COMMON AREA	9
4.1	Member's Right of Enjoyment	9
4.2	Delegation of Right of Use	9
4.3	Compliance with Covenants and Restrictions and Rules and Regulations	9
4.4	Dedication or Transfer	10
ARTICLE 5	MAINTENANCE	10
5.1	Association Responsibilities	10
5.2	Owner Responsibility	10
5.3	Builder Responsibility	10
ARTICLE 6	ARCHITECTURAL CONTROL	10
6.1	Architectural Standards and Guidelines	11
6.2	Waiver, Precedent, Estoppel	13
6.3	Noncompliance	13
6.4	Liability	13
6.5	Delegation of Authority	13
ARTICLE 7	ASSESSMENTS	14
7.1	Covenant for Assessment	14
7.2	Declarant's Covenant for Assessments	14
7.3	Annual Budget	14
7.4	Reserve Account	14
7.5	Regular Assessment	14
7.6	Special Assessment	15
7.7	Supplemental Assessment	15
7.8	Individual Assessment	15
7.9	Apportionment of Assessments	15
7.10	Nonpayment of Assessment	15
7.11	Application of Payments	16
7.12	Suspension of Voting Rights	16
7.13	Lien for Assessment	16
7.14	Enforcement of Lien	16
7.15	Appointment of Trustee	16
7.16	Subordination of Lien	16
ARTICLE 8	RESTRICTIONS ON USE	16
8.1	Use of Lots - Residential Use	16

8.2	No Obstruction of Common Areas	16
8.3	Cancellation of Insurance, Illegal Activity	17
8.4	Nuisances	17
8.5	Rules and Regulations	18
8.6	Structural Alterations	18
8.7	Signs	18
8.8	Pets	18
8.9	Storage and Parking of Vehicles	19
8.10	Aerials, Antennas, and Satellite Dishes	19
8.11	Timeshares	19
8.12	Utility Service	20
8.13	Temporary Structures, etc	20
8.14	Repair of Buildings	20
8.15	Subdivision of Lots	20
8.16	Clothes Drying Facilities	20
8.17	Trees, Shrubs and Bushes	20
8.18	Weeds	20
8.19	Business Use	20
8.20	Window and Window Coverings	21
8.21	Leases and Any Agreement for the Leasing, Rental, or Occupancy of a Unit	21
8.22	Liability of Owners and Residents for Damages	21
8.23	Encroachments	22
<b>ARTICLE 9</b>	<b>MEMBERSHIP AND ASSOCIATION</b>	<b>22</b>
9.1	Membership	22
9.2	Transfer of Membership	22
9.3	Voting Rights	22
9.4	Status and Authority of Board	22
9.5	Composition and Selection of Board	22
9.6	Adoption of Bylaws	22
9.7	Provision of Services	22
<b>ARTICLE 10</b>	<b>DECLARANT RIGHTS</b>	<b>24</b>
10.1	Administrative Control of Association	24
10.2	Other Rights	24
10.3	Easements Reserved to Declarant	24
<b>ARTICLE 11</b>	<b>COMPLIANCE AND ENFORCEMENT</b>	<b>26</b>
11.1	Compliance	26
11.2	Remedies	26
11.3	Action by Owners	27
11.4	Injunctive Relief	27
11.5	Hearing	27
<b>ARTICLE 12</b>	<b>INSURANCE</b>	<b>27</b>
12.1	Types of Insurance Maintained by the Association	27
12.2	Insurance Company	28
12.3	Premium as Common Expense	28

12.4	Insurance by Owner	28
12.5	Payment of Deductible	28
12.6	Right to Adjust Claims	28
12.7	Insurance Proceeds	28
12.8	Damage and Destruction of Common Area	28
12.9	Obligation of Lot Owner to Repair and Restore	29
ARTICLE 13	AMENDMENT, DURATION AND TERMINATION	29
13.1	Amendments	29
13.2	Duration; Termination	30
ARTICLE 14	MISCELLANEOUS PROVISIONS	30
14.1	Professional Management	30
14.2	Invalidity; Number; Captions	30
14.3	Joint Owners	30
14.4	Lessees and Other Invitees	31
14.5	Covenants Run with the Land	31
14.6	Waiver, Precedent and Estoppel	31
14.7	Mediation and Right to Cure	31
14.8	Notice of Sale, Mortgage, Rental, or Lease	31
14.9	Taxes on Lots	31
14.10	Service of Process	31
14.11	Successor Agent	32
14.12	Gender, etc	32
14.13	Conflicts	32
14.14	Litigation	32

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HARMONY HOMEOWNERS ASSOCIATION, INC.**

This Declaration of Covenants, Conditions, and Restrictions for Harmony Homeowners Association, Inc. (this “**Declaration**”) is made as of this 27th day September, 2018 by EM Harmony Development LLC, a Utah limited liability company (“**Declarant**”) and joined by Monte Vista Ranch, L.C., a Utah limited liability company (the “**Master Declarant**” or “**Founder**”).

**RECITALS**

A. Phase A-1 of the Harmony subdivision (together with any phases added subsequently), is located in Eagle Mountain, Utah County, Utah;

B. The Declarant intends to sell to various purchasers the fee title to the individual Lots (as defined below) contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;

C. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

D. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in **Exhibit A** (the “**District Property**”) and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

E. Declarant has constructed, is in the process of constructing, or will construct upon the residential planned development, which shall include certain Lots, Units, Common Area, and other Improvements. All of such construction has been, or is to be, performed in accordance with the Master Declaration and plans contained in the Plat to be recorded concurrently herewith;

F. The District Property is a portion of the Properties as that term is defined in that certain Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, recorded with the office of the County Recorder for Utah County, State of Utah, as Entry No. 113261:2009, as amended by that certain Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association Entry No. 108314:2010, as further amended by that certain Second Amendment to Master Declaration of Covenants Entry No. 49096:2018 (the “**Master Declaration**”);

G. The Master Declaration anticipates the formation of various Districts (as defined in the Master Declaration) within the Properties separately denominated as residential,

commercial, industrial, office, governmental, educational, recreational, institutional or other use area subject to the Master Declaration as provided therein;

H. The Declarant desires to designate the District Property as a separately denominated residential District subject to the Declaration as provided herein;

I. The Master Declarant desires to consent to the imposition of this Declaration upon the District Property as required under the terms of the Master Declaration;

J. The Harmony Homeowners Association, Inc. (as defined below) may be incorporated as a Utah nonprofit corporation and shall be entitled to the rights, obligations, and benefits of the Utah Revised Nonprofit Corporation Act (Utah Code Ann. §§ 16-6a-101, et. seq.), as amended from time to time.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants contained in this Declaration, the receipt and sufficiency of which are hereby acknowledged, for the benefit of the Project (as defined below) and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

## ARTICLE 1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1. Additional Charges. Additional Charges shall mean and refer cumulatively to all collections and administrative costs, including but not limited to all attorney fees, late charges, service fees, filing and recordation fees, accruing interest, fines, and expenditures actually incurred or assessed by the Association or where the context so requires.

1.2. Annexation Agreement. Annexation Agreement shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration in accordance with the terms of this Declaration.

1.3. Area of Common Responsibility and Common Area. Both terms Area of Common Responsibility and Common Area shall mean all of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility (including any maintenance obligations) regardless of who owns them. The Common Area may include Units or portions of Units and property dedicated to the public, such as public rights-of-way, trails, parks, and open spaces. Common Areas may also consist of any areas shown on the Map as Open Space of Common Area, but not dedicated to the City. The Common Areas may consist of trails, landscaping,

irrigation equipment, playground equipment, and other improvements. Common Areas may also consist of any areas shown on supplemental maps, exhibits, parcels, legal descriptions, or recorded plats. The Association shall maintain all Common Areas unless designated otherwise on a recorded plat.

The Common Areas may or may not be owned in fee simple by the Association. The Common Areas shall not be mortgaged or conveyed (except to the Association) without the consent of at least sixty-seven (67%) percent of the Owners, excluding the Declarant.

Common areas do not include shared walls or roofs in townhome units, condominiums, multifamily units, or similar types of housing. Any shared walls and roofs shall not be maintained by the Association. Instead, they shall be maintained by unit Owners who share the walls or the roofs. Owners who share the walls or roofs agree to contribute equally to the maintenance of these walls or roofs. If an Owner fails to contribute to the maintenance, the Association may fine these individuals or may assist in the maintenance and recover the cost from the Owner. Any funds expended by the Association due to an Owner failing to contribute to the maintenance of shared walls or roofs, may constitute a lien against the property of the Owner.

1.4. Articles. Articles mean the Articles of Incorporation for Harmony Homeowners Association, Inc. as amended from time to time.

1.5. Assessment. Assessment means any amount charged, imposed, or levied by the Board on or against a Lot or the Owner of that Lot and shall include fines, interests, and costs of collection incurred by the Association in connection with any action taken to bring an Owner into compliance with this Declaration.

1.6. Association. Association means Harmony Homeowners Association, Inc., a Utah nonprofit corporation, its successors or assigns, which has been established or is being simultaneously established herewith, which shall manage the District Property and any additional property subsequently annexed herein. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. As long as the Association obtains the proper vote, any actions taken during any period of un-incorporation shall be binding.

1.7. Board. Board means the Board of Directors. The Board governs the business and affairs of the Association.

1.8. Builder. Builder means any natural person(s) or legal entity that purchases a Lot and constructs or causes to be constructed a Unit on that Lot.

1.9. Business and Trade. Business and Trade shall be construed to have their ordinary and generally accepted meaning, which shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to



persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or a license is required therefore. Anything to the contrary notwithstanding, the leasing of a residence shall not be considered a trade or business within the meaning of this subsection.

1.10. Bylaws. Bylaws mean the bylaws of the Association, as amended or restated from time to time and attached as **Exhibit B**.

1.11. City. City means Eagle Mountain City, Utah County, State of Utah.

1.12. Common Expenses. Common Expenses shall mean all sums spent to administer, maintain, and/or replace the Common Areas; expenses agreed upon as Common Expenses by a Majority of a quorum of Owners; expenses authorized by the Governing Documents or the Community Association Act as common expenses; any other expenses necessary for the common benefit of the Owners. Common Expenses shall also include the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Areas or for the general benefit of all Owners or for the benefit of Owners within a specific phase or portion of the Project, including reasonable reserves for the maintenance, repair and replacement of replaceable assets or for such other purposes as the Board may determine, as may be found to be necessary and appropriate by the Association pursuant to this Declaration, the Bylaws or Articles. In the event the Master Association determines the Association has failed to perform its responsibilities under this Declaration then the expense of those responsibilities of the Association performed by the Master Association shall be deemed a Common Expense of the Project. The Common Expense shall also include, if the Master Association so elects, any amounts that are assessed by the Master Association pursuant to the Master Declaration.

1.13. Community. Community shall mean and refer to the Harmony Project.

1.14. Community Association Act. Community Association Act shall mean the Utah Community Association Act, Utah Code §§ 57-8a-101 *et seq.*, as it may exist at any given time.

1.15. Community Wide Standard. Community Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community as determined by the Board from time to time.

1.16. Declarant. Declarant means EM Harmony Development LLC, and its successors and assigns.

1.17. Declaration. Declaration means this document, as amended, annexed, supplemented, or restated from time to time.

1.18. Dedicated Streets. Dedicated Streets shall mean and refer to those streets and cul-de-sacs within the project formally dedicated to the Association, Utah County or any other municipal or government body politic, entity or agency.

1.19. Defined Terms in Master Declaration. Capitalized terms not otherwise defined in this Declaration but defined in the Master Declaration shall be deemed defined terms herein and shall have the same meaning set forth in the Master Declaration unless the context shall otherwise require.

1.20. Director. Director means a member of the Board of Directors.

1.21. District. District shall mean and refer to the Residential District, Harmony Phase A-1, as shown on the Plat titled Harmony Phase A Plat 1 recorded in the Utah County Recorder's Office, together with any additional real property annexed into the District.

1.22. District Property. District Property shall mean and refer to the real property described in Exhibit A and such other additional real property as from time to time may be subjected to this Declaration by an Annexation Agreement.

1.23. Governing Documents. Governing Documents mean the Plat Map, Master Declaration, Declaration, Bylaws, Articles, Map, Architectural Standards and Guidelines and Rules and Regulations.

1.24. Improvement. Improvement means any structure, paving, planting or other change in a Lot involving an expenditure of funds which does not constitute maintenance.

1.25. Limited Common Areas and Limited Common Elements. Both terms, Limited Common Areas and Limited Common Elements, shall mean those areas, features, facilities, improvements, or portions of the Common Area which are designated and assigned for the exclusive use or primary benefit of a particular Unit or less than all Units in specified portions of the District. The Limited Common Areas and Limited Common Elements may be assigned to a particular Unit or a group of Units as defined in this Declaration, in the Plat, by a Supplement to this Declaration, or in a deed conveying such property to the Association.

1.26. Lot. Lot means a lot, parcel, plot, or other division of land designated for separate ownership and separately numbered on the Map. Lots shall include the Unit, and all Improvements to the Lot whether under or over the Common Areas or not. Each Lot shall be assigned a separate "parcel" or "tax identification" number by the appropriate governmental agency.

1.27. Map. Map means the plat maps for Harmony Phases A through F including all Phases on file or to be filed for record with the Utah County Recorder and any amendments or supplements thereto or any plat maps recorded for additional phases. A preliminary plat Map and legal description is attached hereto as **Exhibit C**.

1.28. Majority. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible numbers.

1.29. Master Association. Master Association shall mean and refer to Eagle Mountain Properties Communications Master Association, Inc., a Utah nonprofit corporation, its successors and assigns.

1.30. Master Declarant. Master Declarant shall mean and refer to Monte Vista Ranch, L.C., a Utah limited liability company, or its successors, successors in title or assigns who are designated as the Master Declarant under the terms and provisions of the Master Declaration.

1.31. Master Declaration. Master Declaration shall mean and refer to that certain Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association, recorded with the office of the County Recorder for Utah County, State of Utah, as Entry No. 113261:2009, as amended by that certain Amendment to the Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association Entry No. 108314:2010, as further amended by that certain Second Amendment to Master Declaration of Covenants Entry No. 49096:2018.

1.32. Member. Member means a Person who is an Owner of a Lot and has the right to vote on matters presented to the Members of the Association. If an Owner is not a natural person, the Owner may designate in writing an individual to act as its representative. If no representative is designated, then an officer, trustee, director, manager, or member as shown in the entity's formative documents shall be its representative.

1.33. Mortgage. Mortgage means and refers to any duly recorded mortgage or deed of trust encumbering a Lot.

1.34. Mortgagee. Mortgagee shall mean and refer to a mortgagee under either a mortgage or a beneficiary under a deed of trust on any Lot.

1.35. Nonprofit Act. Nonprofit Act means Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.36. Owner. Owner means a Person vested with record title to a Lot and whose interest in the Lot is held in fee simple, according to the records of the Utah County Recorder; provided, however, Owner shall not include a Person who holds an interest in a Lot merely as security for the performance of an obligation. If a Lot is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.37. Person. Person means an individual natural person, a corporation, a partnership, an association, an estate, a trustee, or other legal entity.

1.38. Plat. Plat shall mean and refer to the plat titled "Harmony Phase A Plat 1", filed in the Utah County Recorder's Office, State of Utah and the plat of any subsequent property annexed into the District.

1.39. Project. Project means Phases A through F of the Harmony Subdivision, as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. The Project is not a cooperative and is located in Eagle Mountain, Utah County, State of Utah.

1.40. Recreational, Oversized, or Commercial Vehicle. Recreational, Oversized, or Commercial Vehicle shall collectively mean and refer to any recreational, commercial, or oversized vehicle, motorhome, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation device of any kind.

1.41. Resident. Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than one (1) week.

1.42. Restriction. Restriction means any limitation on the use of a Lot or the freedom of an Owner to act with respect to a Lot as set forth the Governing Documents.

1.43. Rules and Regulations. Rules and Regulations means rules and regulations adopted by the Board, from time to time, which clarify or add detail but do not conflict with the Restrictions.

1.44. Supplemental Declaration. Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which imposes expressly or by reference, additional restrictions and obligations on the land described therein.

1.45. Turnover Meeting. Turnover Meeting means the meeting described in Section 10.1.

1.46. Unit. Unit means a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence located on a Lot, together with all improvements located on the Lot concerned which are used in conjunction such single-family residence.

1.47. Unplatted Parcel. Unplatted Parcel shall mean a portion or portions of the District Property which is not platted, but is intended and reserved for future development of more than one Unit and or Lot.

1.48. Voting Member. Voting Member shall mean and refer to the representative (or such representative's alternate if he is unable to attend a meeting of the Master Association) to the Master Association selected by the Association to be responsible for casting all votes of the membership of the Association attributable to the Unit or Unplatted Parcels in the District for all matters requiring the vote of the membership of the Master Association, unless otherwise expressly specified in the Master Declaration or bylaws of the Master Association. The Voting Member of the District shall be the president of the Association unless a Majority of the Board of Directors shall determine to appoint another representative as the Voting Member for the District. The alternative Voting Member shall be secretary of the Association, unless a Majority of the Board shall determine to appoint another.

## ARTICLE 2

### SUBMISSION, WITHDRAWAL, EXPANSION, SUB-ASSOCIATIONS

2.1. Submission. The Project submitted is to be bound by the Governing Documents, to provisions of the Community Association Act, and to the Nonprofit Act. All Owners shall take title subject to the Governing Documents, Community Association Act, and Nonprofit Act. All Residents and other users of the Project shall be subject to the Governing Documents and Community Association Act.

2.2. Change; Withdrawal.

2.2.1. Prior to the Turnover Meeting, the Declarant may, in its sole and absolute discretion, reconfigure layout of the Lots and/or reduce or increase the number of Lots within the Project by filing for record with the Utah County Recorder's Office an amended Map reflecting such changes to the Lots.

2.2.2. Prior to the Turnover Meeting, the Declarant may, with the consent of the Master Declarant, withdraw any property (excluding, however, any Common Areas conveyed to the Association by the Declarant) from the Project. Such withdrawn property shall no longer be subject to this Declaration except for any easements, rights, reservations, exemptions, power or privileges reserved to the Declarant pursuant to this Declaration which benefits the withdrawn property and burdens any remaining property which is subject to the Declaration. Such withdrawal shall be made by recording a supplement to this Declaration with the Utah County Recorder's Office, withdrawing the effect of the covenants and restrictions of the Governing Documents from the withdrawn property. Such withdrawn property may be utilized by the Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

2.3. Expansion. Declarant hereby reserves the option, in its sole and absolute discretion, to expand the Project and subject additional land to this Declaration by recording a supplement to this Declaration with the Utah County Recorder's Office.

2.4. Sub-Associations. Nothing in this Declaration shall preclude any Builder from recording an additional declaration against such Builder's property, which additional declaration (i) shall be subject to the terms and conditions of this Declaration, (ii) may create a subordinate owners association (sub-association) to administer and enforce the additional declaration, and (iii) may contain additional restrictions, covenants, easements or provisions with respect to such Builder's property subject to such additional declaration beyond what is set forth in this Declaration. However, in the case of any conflict this Declaration shall control.

**ARTICLE 3  
RESERVED**

**ARTICLE 4  
PROPERTY AND USE RIGHTS IN COMMON AREA**

4.1. Member's Right of Enjoyment.

4.1.1. The Project will have Common Areas as designated in the Map for the benefit of all Owners. Every Member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2. Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to its Lot. The rights described in this Section are appurtenant to and pass with title to the Lot.

4.1.3. No portion of the Common Area may be used exclusively by any Owner or Owners for personal gardens, storage facilities, or for any other purpose.

4.2. Delegation of Right of Use. Any Member may delegate its rights to the use and enjoyment of the Common Area to Residents, all subject to such reasonable rules and regulations which the Association may adopt.

4.3. Compliance with Covenants and Restrictions and Rules and Regulations. Each Owner and Resident shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Resident shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by

the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

4.4. Dedication or Transfer. The Association has the right to dedicate or transfer all or any part of the Common Area to any public agency authority, or utility for the purpose of regulating transportation, maintaining the roadways or providing utilities and other similar or related purchases. Prior to the Turnover Meeting, any such dedication or transfer shall be effective only if approved in writing by the Declarant.

## ARTICLE 5 MAINTENANCE

5.1. Association Responsibilities. The Declarant shall construct amenities as it deems necessary or as legally required by the City prior to the Turnover Meeting.

5.1.1. The Association shall supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas.

5.1.2. The Board, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot or Unit if, in the opinion of the Board or according to the Governing Documents, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, the Board shall not be liable for trespass or nuisance and shall have the right to levy an individual assessment pursuant to the Declaration against such Lot or Unit to recover its maintenance costs.

5.2. Owner Responsibility. All maintenance, repair, and replacement of the Lots, Units, and Improvements shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and Unit in good repair and in accordance with the Governing Documents of the Association. Improvements to be maintained by the Owner includes, among other things: sidewalks, driveways, walkways, landscaping, park strips, fencing and retaining walls appurtenant to the Owner's respective Lot.

5.3. Builder Responsibility. Initial landscaping of the front yard shall be the responsibility of the Builder of the Unit. The Front yard shall mean the area of the Lot beginning at the back of the curb on any adjacent street or roadway to a distance to the front most part of the residence from such street or roadway. Initial landscaping shall include at least an irrigation system and sod or water-wise landscaping as defined in the Eagle Mountain Municipal Code.

## ARTICLE 6 ARCHITECTURAL CONTROL

6.1. Architectural Standards and Guidelines. Architectural Standards will adhere to the Architectural Standards and Guidelines. Until Architectural Standards and Guidelines are created, the provisions of this Declaration shall constitute the Architectural Standards and Guidelines.

6.1.1. Except for initial construction and landscaping performed by Declarant, its successor, or agent, or an Owner's day-to-day landscape maintenance or minor plantings, any changes to the exterior appearance of a Unit, any addition or modification to a Lot shall require the prior written approval of the Board.

6.1.2. When repairing, restoring, replacing, remodeling or redecorating the exterior of a Unit the Owner shall use materials and colors that are substantially similar to the original construction of, or that are harmonious with, the surrounding Units, subject to Section 6.1.5.

6.1.3. Corner Lots. All corner Lots shall contain a corner cutoff setback to allow for proper distance for gas and electric utilities to round the corners of a lot while still keeping the required distance from a building foundation. This includes taking a triangle out of the potential building pad measuring five (5) feet each direction at the corner of the setbacks.

6.1.4. Driveways. All driveways shall be constructed of hard surfaced materials such as concrete, asphalt, paving stones, brick, or similar material. All driveways shall be constructed, installed, repaired, and replaced to extend from the edge of that portion of the dwelling foundation serving the garage to the edge of the street pavement. Residential driveways shall be a minimum of twenty (22) feet in length from the property line. All driveways shall be properly maintained, replaced, restored, and promptly repaired by the Owner or the Lot.

6.1.5. Exterior Surfaces. The front of all Units will have at least two textures, including rock, brick, stucco, or decorative material, similar to Hardy board. The texture shall wrap around the front of the home at least until the first windows along each side of the home. Vinyl siding shall not be used on any of the Units. All exterior materials shall be fire retardant.

6.1.6. Fencing. All fences and walls shall be constructed in a uniform material and design and maintained to allow clear angles of vision from adjoining streets, alleys, and walking areas. Approved fencing material are: tan vinyl, white vinyl or a combination of both tan vinyl and white vinyl colors, brick, stamped concrete, or wrought iron. No wood, chain link, or barbed wire will be used in the construction of the fence. Gates installed in fences cannot be constructed of wood, chain link or barbed wire. All fencing must have a finish along the top portion. Fencing installed behind the front corner of the home must be six (6) foot private or semi-private style. Any divider fencing installed on side property extending forward from the front of the home shall not be more than four



(4) feet tall and may be either ranch-style, semi-private, or solid in design constructed in the same materials approved above.

6.1.7. Height. In general all Units may be one or two story, which includes tri-level or split-level and shall be used at single-family residences only.

6.1.8. Property Line Setbacks. Any structure to be constructed on a Lot or a Unit shall comply with the property line setbacks set forth in the Plat titled Phase A Plat 1 recorded in the Utah County Recorder's Office, together with any additional plats referenced in a supplemental or Annexation Agreement.

6.1.9. Landscaping. Landscaping of a Lot shall be completed as soon as possible, preferably within one hundred twenty (120) days of the later of a (i) final inspection or (ii) close of escrow. If the final inspection and/or close of escrow is completed after September 1st and winter weather prevented the installation of the required landscaping within the time specified in the preceding provision, the required landscaping shall be installed within a reasonable time in the following spring. Completion of landscaping as discussed above shall refer only to the front yard and any other sections that clearly impinge on the views of others. Backyard landscaping for all Lots shall be done in a reasonable period of time following occupancy and shall conform to all landscaping requirements described in this Section.

Such initial and future landscaping shall include, at a minimum: (i) three evergreen or leaf bearing trees in the front yard and (ii) either sod and underground irrigation or water-wise landscaping as defined in the Eagle Mountain Municipal Code.

6.1.10. Lot Layout/Lot Size Variation. There shall be a variety of lot sizes throughout the Project, with no single street having more than four lots in a row that are less than fifty-two (52) feet wide; or in other words, for every four lots in a row, that are less than fifty-two (52) feet, the next lot shall be at least fifty-two (52) feet wide. No more than three homes of the same elevation or color shall be located along a single row of homes.

6.1.11. New Construction. All Units shall be of new construction. No used or existing buildings shall be moved onto or maintained on any Lot, including but not limited to any mobile homes, manufactured homes, or modular homes.

6.1.12. Outbuildings. Each Lot or Unit shall be permitted to have one detached outbuilding or storage building, such as a utility or storage shed. All such detached structures shall comply with all set back requirements, shall be constructed and painted in a style and color similar to the main residence, and shall not be used for human habitation. An Owner must obtain written permission and consent from the Board and any required City permits prior to the construction of any outbuilding.

6.1.13. Parking and Garages. Each Unit shall have an enclosed garage of at least two hundred (200) square feet of interior floor space capable of parking at least one automobile. Said garage may be detached from or attached to the main residential structure. All Units shall have carriage style or decorative, garage doors.

6.1.14. Roofing Materials. All roofs shall be shingles with a minimum of three (3) tab thirty (30) year (three hundred (300) pound minimum) architectural grade asphalt shingles, tile, or metal quality, with a pitch or slope of a minimum of 4:12 for all main dwelling units. The actual material is subject to prior approval of color and texture by the Board but shall meet the preceding minimum specifications. The roofing material shall be fire retardant.

6.1.15. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted for any portion of the District Property. All Units in the District are required to be connected to the City's municipal utility systems, including, but not limited to, potable water, waste water, storm water drainage, gas and electricity.

6.2. Waiver, Precedent, Estoppel. Approval or disapproval by the Board of any requested architectural change shall not be deemed to constitute precedent, waiver, or estoppel impairing the Board's right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to the Board.

6.3. Noncompliance. Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the Lot and/or Unit to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the Lot, remove the violation, and restore the Lot and/or Unit to substantially the same condition as existed prior to the change. All costs incurred by the Association shall be an individual assessment, including any legal fees and costs.

6.4. Liability. The Board shall not be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act, provided only that the Board has acted in good faith based on the actual knowledge possessed by it. The Board is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

6.5. Delegation of Authority. The rights and responsibilities of the Board under this Article 6 may be delegated to an Architectural Control Committee appointed by the Board.

## ARTICLE 7 ASSESSMENTS

7.1. Covenant for Assessment. Each Owner of a Lot, by accepting a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to have covenanted and agreed to pay the Association all Assessments levied from time to time as provided in this Declaration, including costs of collection (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Lot, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Each such Assessment, together with late fees, interest and costs of collection, shall be the personal obligation of the Owner. This personal obligation shall not pass to the successor in title of an Owner unless expressly assumed by such successor. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association.

7.2. Declarant's Covenant for Assessments. During the period of Declarant Control, Declarant shall not be subject to Assessments, but Declarant may contribute such amounts to the Association as are necessary for the Association to meet its obligations under the budget after collecting Assessments from any Lots owned by third parties.

7.3. Annual Budget. The Board shall prepare an annual budget for the Association which shall be presented to the Members at the annual meeting as defined in the Bylaws. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

7.4. Reserve Account. After the Turnover Meeting, the Association shall establish a reserve account to fund long-term capital expenditures, maintenance, and replacement items related to the Common Areas in accordance with the Community Associations Act. The Board shall use reasonable efforts under the circumstances at any given time, subject to the Owners rights under the Community Associations Act, to fund the reserve account. "Reasonable efforts under the circumstances" shall be determined by the Board and does not require fully funding the reserve account. The Board shall not be personally liable for failure to fund the reserve except in the event of gross negligence or intentional misconduct of the Board members is proven in a court of law.

7.5. Regular Assessment. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis, in accordance with the annual budget established pursuant to Section 7.3. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least thirty (30) days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of

regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to adjust a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect, whether or not notice is sent.

7.6. Special Assessment. The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas or exteriors of Lots. The Association may levy a special assessment up to fifty (50%) percent of the annual budget without approval from the Owners. If a special assessment exceeds fifty (50%) percent of the annual budget, it must be approved by a Majority of a quorum of Owners.

7.7. Supplemental Assessment. If the regular assessments are inadequate to pay the Common Expenses pursuant to an annual budget, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 50% of the original annual budget, it must be approved by a Majority of a quorum of Owners.

7.8. Individual Assessment. Any expenses attributable to less than all the Lots may be assessed exclusively against the affected Lots. Individual assessments include, without limitation:

7.8.1. Assessments levied against a Lot to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

7.8.2. Fines, late fees, interest, collection costs (including attorney's fees);

7.8.3. Services provided to a Lot due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Lots and Common Areas;

7.8.4. Any charge described as an Individual Assessment in the Declaration.

7.9. Apportionment of Assessments. Regular, special, and supplemental assessments will be apportioned equally among the Lots. Individual assessments shall be apportioned exclusively to the Lots benefitted or affected.

7.10. Nonpayment of Assessment. Assessments not paid within ten (10) days after the due date established by the Board will be late and may be subject to interest at fifteen (15%) per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

7.11. Application of Payments. Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent Assessments.

7.12. Suspension of Voting Rights. If an Owner has a delinquent assessment balance, the Association may suspend their right to vote in any meeting of the Association.

7.13. Lien for Assessment. All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Lot against which the Assessment is made. The Association shall file a notice of lien with the Utah County Recorder's Office as evidence of nonpayment.

7.14. Enforcement of Lien. Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

7.15. Appointment of Trustee. The Owners hereby convey and warrant pursuant to Utah Code Sections 57-1-20 and 57-8a-302 to a member of the Utah State Bar with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

7.16. Subordination of Lien. A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Lot. The sale of a Lot pursuant to foreclosure of a first Mortgage shall extinguish the lien for Assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser at foreclosure's obligation to pay the past six (6) months of assessments, late fees, and penalties.

## ARTICLE 8 RESTRICTIONS ON USE

8.1. Use of Lots - Residential Use. Each of the Lots in the Project is limited to single-family, residential use only. The use is further defined by applicable Eagle Mountain Municipal Code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

8.2. No Obstruction of Common Areas. There shall be no obstructions of the Common Areas by the Owners, Residents, and their tenants, guests or invitees without the prior written consent of the Board. The Board may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on,

constructed in or removed from the Common Areas except upon the prior written consent of the Board.

8.3. Cancellation of Insurance, Illegal Activity. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Board, but for such activity, would pay, without the prior written consent of the Board. Nothing shall be done or kept in any Lot or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. Regardless of the foregoing, the Association shall have no obligation to enforce the statutes, rules, ordinances, regulations, or the requirements imposed by a governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Board and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

8.4. Nuisances. No Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their Lot(s). A nuisance includes but is not limited to the following:

8.4.1. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

8.4.2. The storage of any substance, item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

8.4.3. The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association. All garbage shall be placed into acceptable receptacles and deposited into designated garbage cans or dumpsters; individual garbage cans shall not be placed or stored so as to be visible from the street, other Units or the Common Area except on garbage pick-up days, garbage cans shall not be left out in the designated garbage can pick-up area for a period longer than twenty-four (24) Consecutive hours;

8.4.4. The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

8.4.5. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;

8.4.6. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;

8.4.7. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Community by other residents, their guests or invitees;

8.4.8. Too much noise in, on, or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.9. Too much traffic in, on, or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

8.4.10. Allowing a pet to be unleashed while outside of the Unit or fenced backyard;

8.4.11. Continuous barking, meowing, or other animal noises;

8.4.12. Allowing your pet to defecate in the Common Areas or failing to cleanup immediately any feces deposited by a sewer in the Common Area or other areas within the Project;

8.4.13. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other activities.

8.5. Rules and Regulations. No Owner or Resident shall violate the Rules and Regulations for the use of the Lots and of the Common Areas as adopted from time to time by the Board. An Owner shall be responsible to advise their guests and invitees about the rules and shall be responsible for their guests and invitees compliance with the rules and regulations.

8.6. Structural Alterations. No improvements, alterations, repairs, excavation, or other work which in any way alters the exterior appearance of the Unit or the improvements located thereon shall be made without the prior approval of the Board during the time of Architectural Control under Article 6. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board.

8.7. Signs. No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board.

8.8. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or permitted on any Lot, except dogs, cats, or other usual and common household pets, which may

be kept or permitted in a reasonable number as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the rules and regulations of the Association. If a pet owner violates any of pet rules and regulations, the Board shall have the express authority to issue citations or levy Assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the Project.

8.9. Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

8.9.1. The parking rules and regulations adopted by the Board from time to time.

8.9.2. No Recreational, Commercial or Oversized vehicles shall be allowed within the Project unless said vehicle or trailer is kept at all times within the garage of the Lot and the garage door is closed, or screened behind a fence, or for purposes of loading or unloading passengers or supplies (for a period of time up to 24 hours). Recreational vehicles, boats, and trailers (except during construction) may not be parked on the street for more than 48 hours.

8.9.3. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot or to create an obstacle.

8.9.4. Unregistered or inoperable vehicles shall not be parked on a driveway or street and shall be screened from view.

8.9.5. No resident shall repair or restore any vehicle of any kind in, on a Lot (outside the garage) or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

8.10. Aerials, Antennas, and Satellite Dishes. Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Lot. The Association may create policies to create a hierarchy of preferred installation locations to protect the aesthetics of the Project.

8.11. Timeshares. Timeshares and time-sharing of Units within the Project is prohibited, and under no circumstances shall any condominium be owned or used for time sharing, including but not limited to a "Timeshare Interest" as that term is defined in Utah Code Ann. § 57-19-2, as amended.



8.12. Utility Service. All lines, wires, or other devices for the communication or transmission of electric current of power, including telephone, television and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved by the Board.

8.13. Temporary Structures, etc. No structure of a temporary character, or trailer, camper, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, unless first approved in writing by the Board.

8.14. Repair of Buildings. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall be at all times be kept in good condition and repair and adequately painted or otherwise finished.

8.15. Subdivision of Lots. No Lot shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be converted into a condominium or cooperative or other similar type of entity without the prior written approval of the Board. No further covenants, conditions restrictions or easements shall be recorded against any Lot without the written consent of the Board being evidenced on the recorded instrument containing such restrictions and without such approval such restrictions shall be null and void. No applications for zoning, variances, or use permits shall be filed without the written approval of the Board and then only if such proposed use in compliance with this Declaration. Nothing in this section shall affect the rights of the Declarant in amending subdivision plats prior to the Turnover Meeting.

8.16. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained in the front or side of the Unit.

8.17. Trees, Shrubs and Bushes. The property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, or artificial structure, shall be planted or placed by an Owner or resident in, on or about the Common Areas without the prior written consent of the Board. The Board may alter or remove any objects planted or placed in violation of this subsection.

8.18. Weeds. No Lot shall be allowed to accumulate any growth of weeds, underbrush, collection of tumbleweeds, or other plant greater than twelve (12) inches high, no including trees, flowers, hedges, or similar ornament plants.

8.19. Business Use. No commercial trade or business may be conducted in or from any Lot or Unit unless:

8.19.1. The business activity trade or business is not detectable by sight, sound, or smell from outside residence;

8.19.2. The business activity conforms to all zoning requirements for the Project;

8.19.3. The business activity does not involve door to door solicitation of residents of the project;

8.19.4. The business activity is consistent with the residential character of the project and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the project, as may be determined in the sole discretion of the committee.

8.20. Window and Window Coverings. No aluminum foil, newspapers, reflective film coatings, or other similar materials may be used to cover the exterior windows of any Dwelling Unit or garage. Sun shades and tinted windows are allowed subject to approval of the Board. All windows and window panes in the project shall be harmonious and comparable size, design, and quality, so as not to detract from uniformity in appearance and construction.

8.21. Leases and Any Agreement for the Leasing, Rental, or Occupancy of a Unit (hereinafter referred to collectively as the "Lease").

8.21.1. Every Lease shall provide or be deemed to provide that the terms of such Lease shall be subject in all respects to the provisions of the Governing Documents and that any failure by the residents to comply with the terms of the foregoing documents shall be and constitute a material default under the Lease. Subject to the provisions in U.C.A. § 57-8a-209, leases shall not be less than six (6) months and daily or weekly rentals are prohibited. Any Owner who leases her Unit shall be responsible for assuring compliance by the residents with the Governing Documents. In the event that a tenant, occupant, or person living with the tenant violates the Governing Documents, the Association or Master Association, as appropriate, shall have the power to bring an action or suit against the tenant or occupant and the Owner jointly and severally, or any combination of the foregoing, to recover sums due for damages or injunctive relief, or for any other remedy available in law or in equity. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or resident for any legal proceeding under this Section that is made in good faith. Any expenses incurred by the Association pursuant to this paragraph, including attorney's fees and costs of suit, shall be repaid to it by such Owner and shall be a debt of the Owner at the time the individual assessment is made and is collectable as such. If the owner fails or refuses to pay the individual assessment, that amount constitutes a lien on the interest of the Owner in his Lot. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to Unit.

8.22. Liability of Owners and Residents for Damages. Any Owner or resident shall be liable to the Association or other Owners or Residents for damages to persons or property in the Community caused by his negligence.

8.23. Encroachments. In the event that any portion of the Common Area, a Lot, Building or Unit encroaches or comes to encroach upon other Common Area or another Lot, Building or Unit as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

## ARTICLE 9 MEMBERSHIP AND ASSOCIATION

9.1. Membership. Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Lot, and shall not be separated from the Lot.

9.2. Transfer of Membership. The membership of an Owner in the Association shall not be transferred, pledged, or alienated in any way, except that such membership shall automatically be transferred and assigned upon the transfer of the ownership interest required of the Unit or Lot to a third party. Every Owner agrees to immediately notify the Association upon such transfer and to deliver to the Association the address of the new Owner and a copy of the deed conveying the Unit or Lot.

9.3. Voting Rights. Voting is governed by the Bylaws.

9.4. Status and Authority of Board. The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

9.5. Composition and Selection of Board. The Bylaws govern how the Board is established and selected.

9.6. Adoption of Bylaws. The Association has adopted Bylaws which are being recorded simultaneously with this Declaration.

9.7. Provision of Services.

9.7.1. The Association may arrange for or provide services to Owners and their Units, directly or through contracts with the Declarant, Master Declarant or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Units or it may offer various services at the option of each Owner or both. By way of example and without limitation, such services might include such things as cable television, other telecommunications services, community technology, high-speed internet, or data services.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject always to the specific contract terms which may prohibit unilateral action by the Board, and subject to any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

9.7.2. Service Areas. Units may be part of one or more “**Service Areas**” in which the Units share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Units within the Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous.

The Declarant may initially designate Service Areas (by name or other identifying designation) and assign Units to a particular Service Area pursuant to this Section 9.7 or in a supplement or amendment to the Declaration.

In addition, the Board may, by resolution, designate Service Areas and assign Units to them for the purposes of receiving from the Association (i) special benefits or services which are not provided to all Units, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Owners of at least sixty-seven (67%) percent of the Units within the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If at least sixty-seven (67%) percent of the Owners of of the Units with the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget.

9.7.3. Community Systems. The Master Declarant, Declarant, and/or Master Association may provide or may enter into and assign to the Association or cause the Association to enter into, or take assignment from, and/or assume bulk service agreements and contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/intranet services, telephone, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Units in the District and Project (“**Community Systems**”). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Master Declarant, Declarant and/or Master Association determines appropriate.

The Association may charge the Unit for any of the Community Systems and the Board may include the cost of Community Systems in the Annual Budget and assess it as part of

the Regular Assessment. If particular services or benefits are provided to particular Owners or Units at their request, the benefited Owner(s) shall pay for the service provider directly for such services.

## ARTICLE 10 DECLARANT RIGHTS

10.1. Administrative Control of Association. Declarant shall assume full administrative control of the Association through an interim Board appointed by the Declarant, which shall serve until the Turnover Meeting.

The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held sooner than three (3) years from the date the Declarant sells the last Lot in the Project of which Declarant is considered the Owner. For purposes of calculating the date when Declarant sell its last Lot in the Project, a bulk sale of the Project to another Developer shall be excluded; it being the intent of this provision that the Turnover Meeting shall be no sooner than three (3) years after Declarant, or its assigns or successors, sells the last Lot in the Project to a Builder or Owner to construct a Unit.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

10.2. Other Rights. In addition to any other rights under the Governing Documents, as long as Declarant owns at least one (1) Lot within the Project, Declarant:

10.2.1. Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

10.2.2. "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project, including without limitation, the Common Area.

10.2.3. Declarant Exemption. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

10.2.4. Signage. May maintain a reasonable number of directional signs and "wayfinding" signage within the community to direct potential sales traffic to sales offices and model homes – including within HOA owned or maintained property.

10.3. Easements Reserved to Declarant.

10.3.1. The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Map as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Map.

10.3.2. An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

10.3.3. Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

10.3.4. The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

10.3.5. The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Project in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Lot in any easement area set forth in this Declaration or as shown on the Map.

10.3.6. The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Map. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Map, without the prior written approval of the Board.

10.3.7. Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon

any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

10.3.8. Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Project other than those Lots conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Lots by Owners.

## ARTICLE 11 COMPLIANCE AND ENFORCEMENT

11.1. Compliance. Each Owner or Resident of a Lot shall comply with the provisions of the Governing Documents and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

11.2. Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, in addition to any other rights set forth in the Governing Documents, or under law, to do, any or all of the following after giving notice and an opportunity to be heard:

11.2.1. To enter the Lot which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished. Costs and attorney's fees shall be an Individual Assessment;

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

11.2.3. To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board;

- 11.2.4. To terminate the right to receive utility services paid for out of Assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or
- 11.2.5. The right of the Association to suspend the voting rights in the Association and the rights to use of the Common Area after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the Governing Documents; or
- 11.2.6. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto. Costs and attorney's fees shall be an Individual Assessment.
- 11.3. Action by Owners. Subject to any limitation imposed under the Governing Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.
- 11.4. Injunctive Relief. Nothing in this Section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.
- 11.5. Hearing. The Board shall, by resolution, promulgate procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's resolution on hearings.

## ARTICLE 12 INSURANCE

- 12.1. Types of Insurance Maintained by the Association. The Association shall maintain the following insurance coverages:
- 12.1.1. Property casualty and fire insurance for the Common Areas to the extent reasonably available or deemed advisable by the Board;
- 12.1.2. Liability insurance in an amount deemed advisable by the Board;
- 12.1.3. Full coverage directors and officers liability insurance for such amount as the Board may determine in the exercise of its reasonable discretion; and
- 12.1.4. Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.



The Board may adopt insurance rules and policies to maintain the insurance required under this Section and keep the premiums reasonable.

12.2. Insurance Company. The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

12.3. Premium as Common Expense. The premiums for the Association's insurance policies shall be a Common Expense.

12.4. Insurance by Owner. Owners shall insure their Lots and all improvements thereon for the full replacement value. If requested, an Owner shall provide the Association with a certificate of insurance.

12.5. Payment of Deductible. The deductible on a claim made against an Association policy shall be allocated to the party which caused the loss. The Association shall have the right to determine which party caused the loss. If the loss is a "no-fault" loss, the Association shall pay the deductible.

12.6. Right to Adjust Claims. The Association has the right and authority to adjust claims.

12.7. Insurance Proceeds. If an Owner suffers a loss to their Lot or the improvements thereon, they shall use any insurance proceeds to restore the Lot and improvements to their original or better condition. If an insurable loss to the Common Areas occurs, the Association shall use the insurance proceeds to restore the Common Areas to their original or better condition.

12.8. Damage and Destruction of Common Area.

12.8.1. Immediately after any damage or destruction by fire or other casualty to all or any part of the insurable improvements on the Common Area, the Board, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

12.8.2. Any damage or destruction to insurable improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

12.8.3. If, in accordance with this Article, the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and

in that event the damaged Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Project, which proceeds may be used and/or distributed as determined by the Board, in its discretion, or as otherwise provided in the Governing Documents.

12.8.4. If any Improvements on the Common Area are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board shall have the option, without the necessity of a vote of the members, to levy a Special Assessment against all Owners in order to cover the deficiency.

12.9. Obligation of Lot Owner to Repair and Restore.

12.9.1. In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration, or replacement of the insured Improvements. Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such Improvements originally approved by the Board; unless the Owner desires to construct Improvements differing from the original, in which event the Owner shall submit plans and specifications for the improvements to the Board and obtain its approval prior to commencing the repair, restoration or replacement.

12.9.2. If any Owner of an improved Lot fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Lot, and, upon the failure of the Owner to pay such costs within 10 days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

**ARTICLE 13**  
AMENDMENT, DURATION AND TERMINATION

13.1. Amendments.

13.1.1. Approval Required. Except as otherwise provided in this Declaration, this Declaration may be amended by approval of Owners holding sixty-seven percent (67%) of the voting rights of the Association. The Board without Owner approval may amend the Declaration to correct spelling and grammatical errors.

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

13.1.3. Declarant's Right to Amend. Notwithstanding anything in this Declaration, until the Turnover Meeting, the written consent of the Declarant and the Master Declarant is required to amend this Declaration or the Map. As long as Declarant owns any Lot, the Declarant shall have the right to amend the Declaration with the consent of the Master Declarant.

13.2. Duration; Termination. This Declaration shall continue in perpetuity unless and until the Declarant files of a notice of termination in the office of the Utah County Recorder's Office at any time prior to the Turnover Meeting, or (ii) the Members vote by not less than sixty-seven percent (67%) of all Members of the Association to terminate the Declaration and dissolve the Association. In the event this Declaration is terminated pursuant to this Section 13.2, this Declaration shall be terminated by recording a notice with the Utah County Recorder's Office and the Association shall be dissolved in accordance with Utah law.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1. Professional Management. The Association may be managed by a professional management company. The Board may select the professional management company using criteria set by the Board and complying with Utah law.

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

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

14.4. Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

14.5. Covenants Run with the Land. The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Lot or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Lots shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Lot, each Owner or Resident agrees to be bound by the Governing Documents.

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

14.7. Mediation and Right to Cure. Prior to any claim for damages being made for construction defect or construction related issues (including breach of contract), an Owner or the Association must provide the Declarant or Builder with reasonable notice of any alleged deficiencies and the Declarant or Builder shall have reasonable opportunity to cure any deficiencies. If the Association or Owner, after having provided reasonable notice and reasonable opportunity to cure, feels the matter has not been resolved and still wishes to pursue claims for damages against the Declarant or Builder, the parties shall submit the dispute to mediation in Utah prior to filing any action.

14.8. Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner shall promptly inform the Board of the name and address of said grantee, vendee, mortgagee, lessee, or tenants.

14.9. Taxes on Lots. Each Owner will pay all taxes which may be assessed against him or his Lot.

14.10. Service of Process. The registered agent of the Association will be the Person named in the corporate records on file with the **Utah Department of Commerce, Division of Corporations and Commercial Code.**

14.11. Successor Agent. If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

14.12. Gender, etc. Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders

14.13. Conflicts. If the Declaration conflicts with the Community Association Act, the Community Association Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

14.14. Litigation. Because litigation can be slow, expensive, uncertain and negatively impact the property values within a community, the Association shall only enter into litigation by approval of Owners holding eighty percent (80%) of the voting rights of the Association except for litigation to collect assessments, enforce governing documents (including fines or curative measures) or to defend itself.


[Remainder of Page Intentionally Omitted]



IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first set forth above.

**MASTER DECLARANT:**  
**MONTE VISTA RANCH, L.C.**  
**a Utah limited liability company**

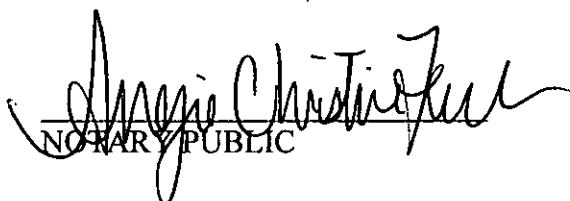
**By: Its Manager, MVR MANAGEMENT, LLC**  
**a Utah limited liability company**

By:   
Name: Tiffany A. Walden  
Its: Manager

STATE OF UTAH )  
 ) :SS.  
COUNTY OF UTAH )

On this 27th day of September, 2018, personally appeared before me Tiffany A. Walden the Manager of MVR Management LLC, the Manager of Monte Vista Ranch, L.C., who being by me duly sworn, did say that they are the authorized agent of the Master Declarant authorized to execute this Declaration and did certify that this Declaration was approved by Master Declarant's Board of Directors.



  
NOTARY PUBLIC

**Exhibit A****Harmony Phase A Plat 1 Legal Description:**

BEGINNING AT A POINT LOCATED SOUTH 00°27'29" WEST 1883.86 FEET ALONG SECTION LINE AND EAST 1324.30 FEET FROM THE NORTHWEST QUARTER CORNER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE EAST, A DISTANCE OF 881.13 FEET; THENCE SOUTH 00°27'45" WEST, A DISTANCE OF 439.78 FEET; THENCE SOUTH 89°59'23" EAST, A DISTANCE OF 319.59 FEET; THENCE ALONG THE ARC OF A 26.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°32'17" FOR 40.63 FEET (CHORD BEARS NORTH 45°14'28" EAST 36.62 FEET); THENCE SOUTH 89°32'15" EAST, A DISTANCE OF 4.62 FEET; THENCE SOUTH 00°27'45" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 89°32'15" WEST, A DISTANCE OF 4.63 FEET; THENCE ALONG THE ARC OF A 26.00 FEET CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°27'43" FOR 41.05 FEET (CHORD BEARS NORTH 44°45'32" WEST 36.92 FEET); THENCE NORTH 89°59'23" WEST, A DISTANCE OF 319.17 FEET; THENCE SOUTH 00°26'22" WEST, A DISTANCE OF 116.99 FEET; THENCE NORTH 89°59'23" WEST, A DISTANCE OF 107.15 FEET; THENCE SOUTH 81°38'40" WEST, A DISTANCE OF 51.55 FEET; THENCE NORTH 89°59'23" WEST, A DISTANCE OF 689.00 FEET; THENCE NORTH 62°35'11" WEST, A DISTANCE OF 164.93 FEET; THENCE NORTH 64°04'39" WEST, A DISTANCE OF 51.16 FEET; THENCE NORTH 59°31'43" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 30°28'17" EAST, A DISTANCE OF 121.36 FEET; THENCE NORTH 27°58'06" EAST, A DISTANCE OF 51.00 FEET; THENCE NORTH 26°29'10" EAST, A DISTANCE OF 221.06 FEET; THENCE NORTH 37°19'15" EAST, A DISTANCE OF 136.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 641,461 SQUARE FEET OR 14.7259 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



**Exhibit B**  
**Bylaws of Harmony Homeowners Association, Inc.**

**BY-LAWS  
OF  
HARMONY HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1.  
NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1. Name. The name of the corporation is the Harmony Homeowners Association, Inc. and is hereinafter referred to as the "**Corporation**" or as the "**Association**".

1.2. Principal Office. The principal office of the Association shall be 2940 W Maple Loop Dr. Suite 102, Lehi, Utah 84043. The Association may have such other offices, either within or without the State of Utah, as the Board may determine or as the affairs of the Association may require.

1.3. Definitions. These Bylaws shall operate under the Utah Revised Nonprofit Corporation Act §16-6a-101, *et seq.* and the Community Association Act §57-8a-101 *et seq.*, Utah Code Annotated (the "**Acts**"). The words and phrases used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, and Restrictions for Harmony Homeowners Association, as recorded in the Official Records of Utah County, Utah, as supplemented, restated, renewed, extended or amended, from time to time, unless the context shall otherwise require (the "**Declaration**"), all of which are adopted herein by reference, unless the context indicates otherwise. Additional terms and phrases shall have the meanings and applications as set forth herein. Words or phrases contained or set forth in bold or quotation marks herein shall be defined terms and shall be applied in a consistent and uniform manner.

**ARTICLE 2.  
MEETINGS, VOTING, QUORUM, & PROXIES**

2.1. Annual Meetings. The annual meeting of the Owners shall be held each year during the months of October, November, or December on a day and at a time established by the Board of Directors. The purpose of the annual meeting shall be electing Board Members and transacting such other business as may come before the meeting. If the election of Board Members cannot be held on the day designated therein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners. The Board of Directors may from time to time by resolution change the month, date, and time for the annual meeting of the Owners.

2.2. Special Meetings. Special meetings of the Owners may be called by a majority of the Board of Directors, the Declarant, the President, or upon the written request of Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written

request for a special meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within forty-five (45) days of receipt of the request.

2.3. Place of Meetings. The Board of Directors may designate any place in Eagle Mountain City or elsewhere in Utah County that is reasonably convenient for the Owners as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be held at the office of the Association.

2.4. Notice of Meetings. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fifteen (15) days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Owner's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such Owner's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Living Unit shall be deemed to be the Owner's registered address and notice to the Living Unit address may be made by first-class mail or by posting the meeting notice on the front door.

2.5. Order of Business. The order of business at all meetings of the Owners shall be set forth in the written meeting agenda available at the beginning of each meeting or if no agenda is available then as follows:

- a. Roll call (or check-in procedure);
- b. Proof of notice of meeting;
- c. Reading of minutes of preceding meeting;
- d. Reports;
- e. Designate the names of the persons serving as the Board of Directors (if required and noticed);
- f. Ratification of budget (if required and notice);
- g. Unfinished business; and
- h. New business.

2.6. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessment (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting.

2.7. Record Date for Notice Purposes. The Board of Directors may designate a record date, which shall not be more than sixty (60) nor less than fifteen (15) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Lots in the Project shall be deemed to be the Owners of record entitled to notice of the meeting of the Owners.

2.8. Quorum. At any meeting of the Owners, the presence of Owners and holders of proxies entitled to cast more than thirty-three percent (33%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the Board of Directors shall have power to adjourn the meeting and reschedule for a time not earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. Notice of such rescheduled meeting shall not be required except an oral announcement at the meeting to be rescheduled. No other type of notice shall be required for the rescheduled meeting. At such rescheduled meeting, the number of Owners present, either in-person or by proxy, shall constitute quorum for the transaction of business at the rescheduled meeting.

2.9. Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Lot or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

2.10. Votes. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owner, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Lot is jointly owned, any Owner may exercise the vote for such Lot on behalf of all Co-Owners of the Lot. In the event of two (2) conflicting votes by Co-Owners of one (1) Lot, no vote shall be counted for that Lot. In

no event shall fractional or cumulative votes be exercised with respect to any Lot.

2.11. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board of Directors. The presence of an Owner in person at any meeting of the Owners shall be deemed a waiver on any notice requirements.

2.12. Action Taken Without a Meeting. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of U.C.A. §16-6a-707 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Owners.

### **ARTICLE 3. BOARD OF DIRECTORS**

3.1. General Powers. The Project and the affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

3.2. Number and Qualifications. The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of either three (3) or five (5) persons, as determined by the Board of Directors, who meet the qualifications provided in the Declaration. During the Period of Declarant Control, the Board of Directors may consist of as few as three (3) persons.

3.3. Election to the Board of Directors. During the Period of Declarant Control, the Board of Directors shall be elected by Declarant. Following the Period of Declarant Control, the election to the Board of Directors shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.4. Term of Office. During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Owners shall elect two (2) Board Members for two (2) year terms and one (1) Board Members for a one (1) year term, and at each annual meeting thereafter, the Owners shall elect the number of Board Members whose terms are to expire for a term of two (2) years each.

3.5. Regular Meetings. The Board of Directors shall hold meetings at least quarterly at the discretion of the Board of Directors.

3.6. Special Meetings. Special meetings of the Board of Directors may be called by the President or a majority of the Board Members on at least two (2) business days' prior notice to each Board Member. Notice shall be given personally, by email, or by telephone, including text message. By unanimous consent of the Board of Directors, special meetings may be held without call or notice to the Board Members.

3.7. Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

3.8. Board Meetings. Except as provided below in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal,
- e. Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- f. Discuss a delinquent Assessment.

During the Period of Declarant Control, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners.

3.9. Board Meeting Location. The Board of Directors may designate any place in

Eagle Mountain City or elsewhere Utah County as the place of meeting for any regular or special Board meeting. Board meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information to requesting Owners such that those Owners may call-in to access the meeting.

3.10. Board Action. Notwithstanding noncompliance with Sections 3.7 through 3.9, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with Sections 3.7 through 3.9 may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

3.11. Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

3.12. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Period of Declarant Control may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association.

3.13. Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors for any reason during the Period of Declarant Control, the Declarant shall elect the Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies shall occur in the Board of Directors for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

3.14. Action Taken Without a Meeting. Board Members have the right to take any

action in the absence of a meeting which they could take at a meeting subject to the requirements of U.C.A. §16-6a-813 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

3.15. Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

#### **ARTICLE IV. OFFICERS**

4.1. Officers. The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors.

4.2. Election, Tenure, and Qualifications. The officers of the Association shall be elected by the Board of Directors at the first Board meeting following each annual meeting of the Owners. Each such officer shall hold such office until the next ensuing meeting of the Board of Directors following the annual Owners meeting and until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

4.3. Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

4.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Board of Directors or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

4.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board of Directors at any regular or special Board meeting.



Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

6.2. Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

6.3. Insurance. The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, committee member, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VI.

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

## ARTICLE VII. RULES AND REGULATIONS

7.1. The Board of Directors shall have the authority to adopt and establish by

4.6. The President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

4.7. The Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Directors or Owners. The Vice President shall perform such other duties as required by the Board of Directors.

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

4.9. The Treasurer. The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors.

4.10. Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

## ARTICLE V. COMMITTEES

5.1. Designation of Committees. The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board of Directors. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of

Directors may terminate any committee at any time.

5.2. Proceeding of Committees. Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

5.3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board of Directors.

5.4. Resignation and Removal. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any member of any committee designated by it thereunder.

5.5. Vacancies. If any vacancy shall occur in any committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

## **ARTICLE VI. INDEMNIFICATION**

6.1. Indemnification. In addition to the indemnification provisions and requirements set forth in the Declaration and Articles of Incorporation, no Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a

resolution such Project management and operational Rules as it may deem necessary for the maintenance, operation, management, and control of the Project. The Board of Directors may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and residents. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants, conditions, and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines.

## **ARTICLE VIII. AMENDMENTS**

8.1. Amendments by Declarant. During the Period of Declarant Control, the Declarant acting alone may amend, alter, or repeal and adopt new Bylaws, without the approval of the Owners, for any reason. No other amendment shall be valid or enforceable during the Period of Declarant Control unless the Declarant has given written consent to such amendment. Any amendment during the Period of Declarant Control shall be executed by Declarant on behalf of the Association and shall become effective upon recordation Utah County Recorder's Office, State of Utah.

8.2. Amendments by Association. After termination of the Period of Declarant Control, amendments to the Bylaws shall be proposed by either a majority of the Board of Directors or by Owners holding at least forty percent (40%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon, or included as part of the written ballot in lieu of such meeting. Except as otherwise provided herein, the Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than sixty percent (60%) of the voting interests of the Association. Any amendment(s) shall be effective upon recordation in the Utah County Recorder's Office, State of Utah. In such instrument the President shall execute the amendment and certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this paragraph. No acknowledgment of any Owner's signature shall be required. No amendment shall in any way restrict, limit, or impair any rights of Declarant without the express written consent of Declarant.

## **ARTICLE IX. MISCELLANEOUS PROVISIONS**

9.1. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the

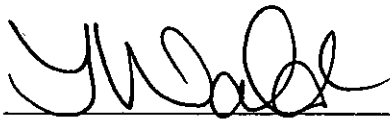
same, irrespective of the number of violations or breaches thereof which may occur.

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

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

IN WITNESS WHEREOF, the Association has executed this instrument this 27th day of September 2018.

**DECLARANT:  
EM HARMONY DEVELOPMENT LLC**

By:   
Name: Tiffany A. Walden  
Its: Manager

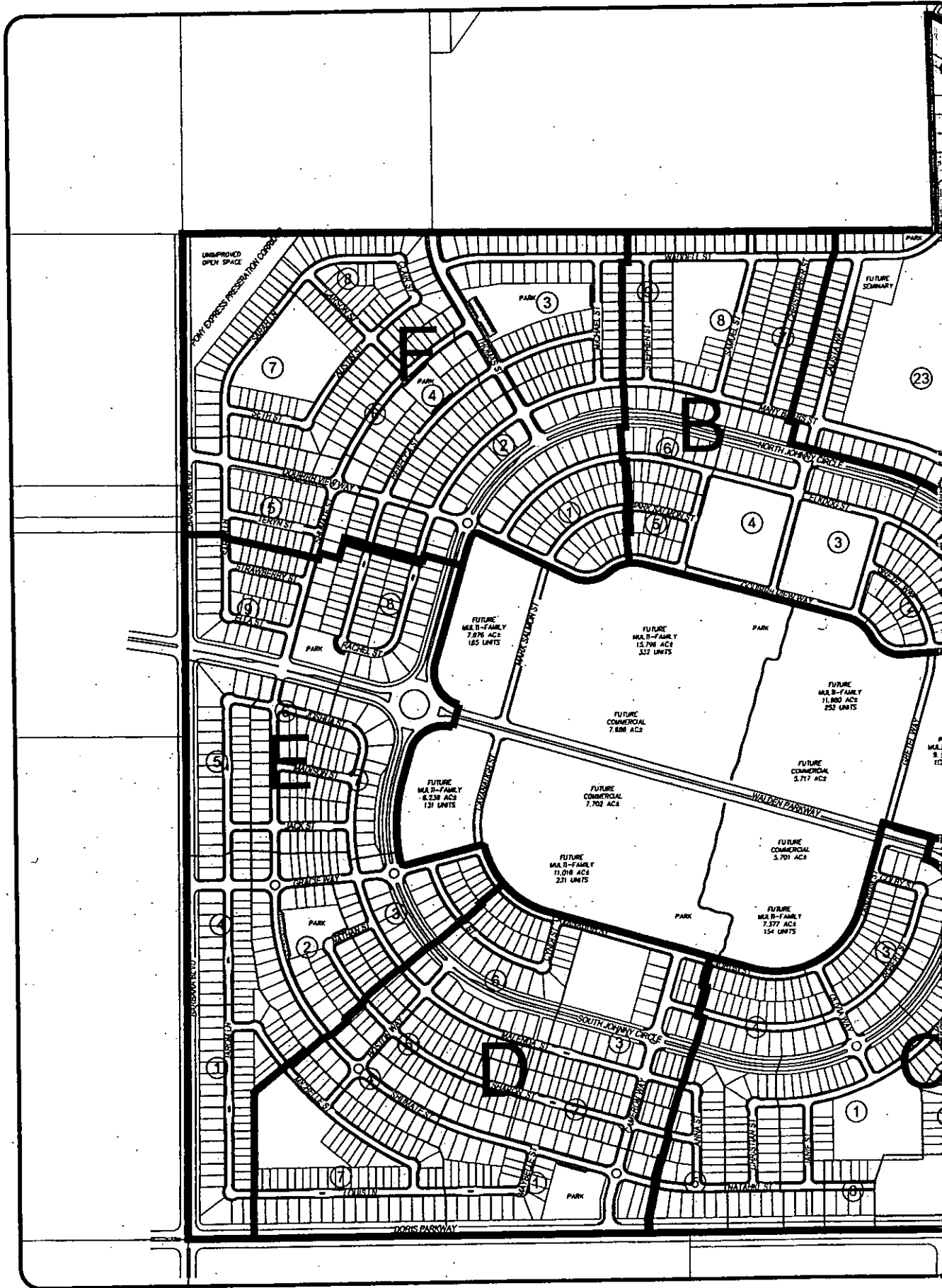
STATE OF UTAH )  
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COUNTY OF UTAH )

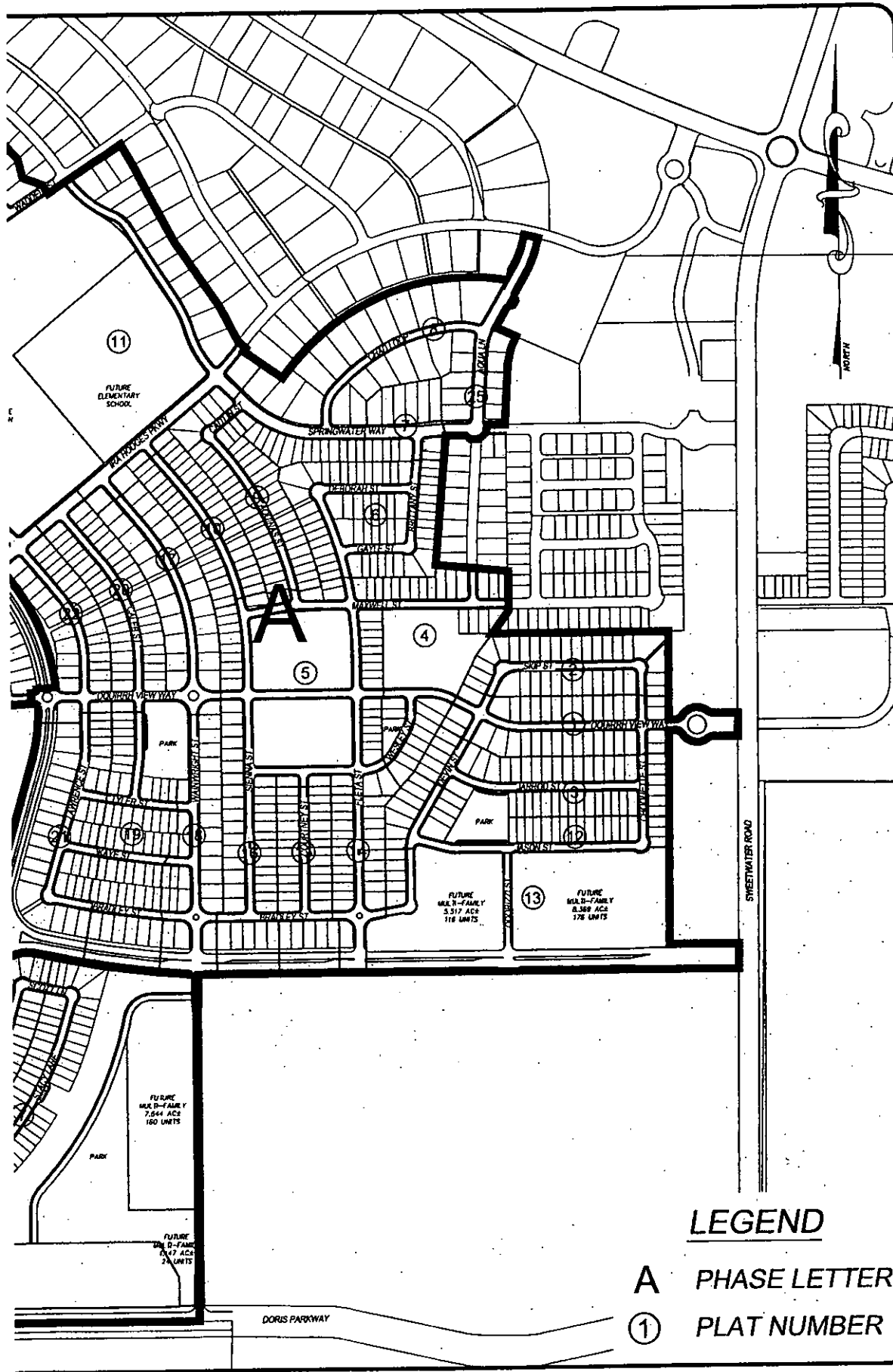
On this 27th day of September, 2018, personally appeared before me Tiffany A. Walden, the Manager of EM Harmony Development LLC, who being by me duly sworn, did say that they are the authorized agent of the Declarant authorized to execute this these Bylaws.



  
NOTARY PUBLIC

**Exhibit C**  
**Map of Harmony Project**





NO.	DATE	DESCRIPTION	BY

**H&H**  
**ENGINEERING AND**  
**SURVEYING, INC.**  
 233 E MAIN ST., STE 2, AMERICAN FORK, UT 84003  
 TEL: (801) 766-2486 FAX: (801) 766-3499

**HARMONY**  
**OVERALL PHASE INDEX**

PROJECT NO. B-308-02  
 DATE 7/7/14  
 HOR SCALE NA  
 VER SCALE NA  
 ENGINEER VEH  
 DRAFTED THK  
 CHECKED VEH

SHEET  
**8**



